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NEW DELHI, SATURDAY, MAY 21, 1983/ VAISAK 31, 1905

इस भाग में मिलन पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

MINISTRY OF HOME AFFAIRS

कार्मिक और प्रशासनिक सुधार विभाग

(Department of Personnel & Administrative Reforms)

नई दिल्ली, 3 मई, 1983

New Delhi, the 3rd May, 1983

का०अ० 2221.—केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय अन्वेषण ब्यूरो में अपर विधि मन्वाहकार श्री मदनलाल सचदेव को, भारत के ऐसे राज्य या संघ राज्य क्षेत्र में जिसको उपरोक्त धारा के उपबन्ध लागू होते हैं, विधि द्वारा स्थापित, विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापन द्वारा संस्थित मामलों का और पुनरीक्षण या अपील न्यायालयों में अपीलों, पुनरीक्षणों या इन मामलों से उत्पन्न होने वाले अन्य मामलों का संचालन करने के लिए, विशेष लोक अभियोजक नियुक्त करता है।

S.O. 2221.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Madan Lal Sachdeva, an Additional Legal Adviser in the Central Bureau of Investigation as a Special Public Prosecutor for the conduct of cases institute by Delhi Special Police Establishment in trial courts, and appeals, revisions or other matters arising out of these cases in revisional or appellate courts, established by law in any State or Union Territory of India to which the provisions of the aforesaid section apply.

[संख्या 225/9/83-ए की डी-III]

[No. 225/9/83-AVD. III]

प्रादेश

नई दिल्ली, 5 मई, 1983

का०प्रा० 2222:—दिल्ली विशेष पुलिस स्थापन अधिनियम 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उत्तर प्रदेश सरकार की सहमति से, भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 302 के अधीन दंडनीय अपराध के और उक्त अपराध के संबंध में या उससे संबंधित प्रयत्नों, दृष्टिकोणों और षड्यंत्रों के तथा उत्तर प्रदेश राज्य के जिला गोरखपुर के पुलिस थाना बरगद्वा बाजार के मामला अपराध सं० 125/82 के संबंध में जैसे ही तथ्यों से उत्पन्न होने वाले जैसे ही संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[संख्या 228/3/83-ए०बी०डी०-II]

एच० के० वर्मा, अवर सचिव

ORDER

New Delhi, the 5th May, 1983

S.O. 2222:—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Uttar Pradesh, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for the investigation of the offence punishable under section 302 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with, the said offence and any other offence committed in the course of the same transaction arising out of the same facts in regard to case crime No. 125/82 of Police Station Bargodva Bazar, District Gorakhpur in the State of Uttar Pradesh.

[No. 228/3/83-AVD. II]

H. K. VERMA, Under Secy.

नई दिल्ली, 10 मई, 1983

का०प्रा० 2223:—राष्ट्रपति संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखापरीक्षा और लेखा विभाग में कार्य कर रहे व्यक्तियों के संबंध में भारत के नियंत्रक-महालेखापरीक्षक से परामर्श करने के पश्चात् अभिदायी भविष्य निधि नियम (भारत), 1962 का और संशोधन करने के लिए निम्नलिखित नियम बनाने हैं, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम अभिदायी भविष्य निधि (भारत) दूसरा संशोधन नियम 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. अभिदायी भविष्य निधि नियम (भारत), 1962 के नियम 16 के खण्ड (ग) के पश्चात् किन्तु उपनियम (1) के टिप्पण (1) से पूर्व निम्नलिखित खण्ड अन्तःस्थापित किया जाएगा अर्थात्:—

“(घ) किसी वित्तीय वर्ष के दौरान एक बार, अभिदाता द्वारा केन्द्रीय कर्मचारियों के लिए स्वयं वित्त पोषण और अभिदायी आधार पर सामूहिक बीमा योजना के मद्दे एक वर्ष में संदाय की गई अभिदान की रकम के बराबर की रकम किसी वित्तीय वर्ष के दौरान एक बार।”

पाठ टिप्पण:

अभिदायी भविष्य-निधि नियम (भारत), 1962 के (31-3-1973 तक संशोधित) प्राधिकृत पुनर्मुद्रण का प्रकाशन, 1973 में किया गया था। तत्पश्चात् नियमों का निम्नलिखित अधिसूचनाओं द्वारा संशोधन किया गया—

1. 16(2)—ई बी(बी)/73-तारीख 18-9-73
2. फा० 32(3)—ई बी/67-अ०भ०नि० तारीख 26-10-73
3. फा० 32(3)—ई बी/67-अ०भ०नि० तारीख 22-12-73
4. फा० 2(2)—ई बी(बी) 71 तारीख 29-5-74
5. फा० 13(1)—ई बी (बी)/73अ०भ०नि० तारीख 28-6-74
6. फा० 13(3)—ई बी(बी)/74 अ०भ०नि० तारीख 5-10-74
7. फा० 16(2)—ई बी(बी)/72-तारीख 9-10-74
8. फा० 13(4)—ई बी(बी)/74-अ०भ०नि० तारीख 10-10-74
9. फा० 2(62)(1)—ई बी(बी)/71-अ०भ०नि० तारीख 14-10-74
10. थू० 24017/1/75—ई बी (बी) तारीख 28-2-75
11. फा० 13(3)—ई बी(बी)/75-तारीख 28-4-75
12. फा० सं (62)(1)—ई बी(बी)/71-तारीख 18-7-75
13. फा० 13(4)—ई बी (बी)/75-तारीख 27-10-1975
14. फा० 10(3) ई बी (बी)/75 तारीख 12-1-76
15. फा० 13(1)—ई बी(बी)/76 तारीख 27-1-1976
16. फा० 13(5)—ई बी(बी)/75-तारीख 15-5-76
17. फा० 13(6)—ई बी(बी)/76 तारीख 30-6-76
18. फा० 13(7)—ई बी (बी)/76-तारीख 26-7-76

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19. फा० 13(3)-ई बी (बी)/76-अ०भ०नि० तारीख 17-11-76
20. फा० 13(8)-ई बी (बी)/76-अ०भ०नि० तारीख 10-12-76
21. फा० 16(4)-ई बी (बी)/76-अ०भ०नि० तारीख 17-12-76
22. फा० 10(8)-ई बी (बी)/76 अ०भ० नि० तारीख 19-2-77
23. फा० 13(9)-ई बी (बी)/76-अ०भ०नि० तारीख 25-2-77
24. फा० 13(11)-ई बी (बी)/76-अ०भ०नि० तारीख 28-4-77
25. फा० 13(10)-ई बी (बी)/76-अ०भ०नि० तारीख 5-9-77
26. फा० 13(4)-ई बी (बी)/77-अ०भ०नि० तारीख 18-10-77
27. फा० 13(10)-ई बी (बी)/76 अ० भ० नि० भारीख 21-1-78
28. फा० 13(7)-ई बी (बी)/77-अ०भ०नि० तारीख 23-1-78
29. फा० 20(25) ई बी (बी)/77-अ०भ०नि० तारीख 13-3-78
30. फा० 13(5)-ई बी (बी)/77-अ०भ०नि० तारीख 30-3-78
31. फा० 13(7)-ई बी (बी)/77-अ०भ०नि० तारीख 22-4-78
32. फा० 13(11) ई बी (बी)/78 अ०भ०नि० तारीख 30-5-79
33. फा० 17(5)-ई बी (बी)/78-अ०भ०नि० तारीख 18-6-79
34. फा० 19(15)-पें०/76-अ०भ०नि० तारीख 9-8-79
35. फा० 9(2) ई बी (बी)/पें०/78-अ०भ०नि० तारीख 13-11-79
36. फा० सं० 10(10)-पें०/79 अ०भ०नि० भारीख 3-3-80
37. फा० 20 (22)-ई बी (बी)/पेंशन/79 अ०भ० नि० तारीख 18-4-80
38. फा० 13(6)-पेंशन/79-अ०भ०नि० तारीख 18-4-80
39. फा० 16(2)-पें०/79-अ०भ०नि० तारीख 12-6-80
40. फा० 11(1)-पें०/77 अ०भ०नि० तारीख 1-10-80
41. फा० 16(3)-पें०/79-अ०भ०नि० तारीख 13-10-80
42. फा० 10(2)-पें०/81-अ०भ०नि० भारीख 21-12-81

[सं० फा० 19(3)-पेंशन/80-सा० भविष्य निधि]

S.O. 2223.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor-General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Contributory Provident Fund Rules (India), 1962, namely:—

1. (1) These rules may be called the Contributory Provident Fund (India) Second Amendment Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Contributory Provident Fund Rules (India), 1962, after clause (C) but before Note 1, of sub-rule (1) of rule 16, the following clause shall be inserted, namely:—

“(D) Once during the course of a financial Year, an amount equivalent to one year’s subscription paid for the subscriber towards the Group Insurance Scheme for Central Government employees on self-financing and contributory basis.”

NOTE.—The Contributory Provident Fund Rules, (India) 1962 (corrected upto 31st March, 1973) were published in 1973. Rules were subsequently amended vide the notifications mentioned below:—

1. 16(2)-EV(B)/73 dated 18-9-73.
2. F. 32(3)-EV/67-CPF dated 26-10-73.
3. F. 32(3)-EV/67-CPF dated 22-12-73.
4. F. 2(2)-EV(B)/71 dated 29-5-74.
5. F. 13(1)-EV(B)/73-CPF dated 28-6-74.
6. F. 13(3)-EV(B)/74-CPF dated 5-10-74.
7. F. 16(2)-EV(B)/72 dated 9-10-74.
8. F. 13(4)-EV(B)/71-CPF dated 10-10-74.
9. F. 2(62)(i)-EV(B)/71-CPF dated 14-10-74.
10. Q-24017/1/75-EV(B) dated 28-2-75.
11. F. 13(3)-EV(B)/75 dated 28-4-75.
12. F. 2(62)(i)-EV(B)/71 dated 18-7-75.
13. F. 13(4)-EV(B)/75 dated 28-10-75.
14. F. 10(3)-EV(B)/75 dated 12-1-76.
15. F. 13(i)-EV(B)/76 dated 27-1-76.
16. F. 13(5)-EV(B)/75 dated 15-5-76.
17. F. 13(6)-EV(B)/76 dated 30-6-76.
18. F. 13(7)-EV(B)/76 dated 26-7-76.
19. F. 13(3)-EV(B)/76-CPF dated 17-11-76.
20. F. 13(B)-EV(B)/76-CPF dated 10-12-76.
21. F. 16(4)-EV(B)/76-CPF dated 17-12-76.
22. F. 10(8)-EV(B)/76-CPF dated 19-2-77.
23. F. 13(9)-EV(B)/76-CPF dated 25-2-77.
24. F. 13(ii)-EV(B)/76-CPF dated 28-4-77.
25. F. 13(10)-EV(B)/76-CPF dated 5-9-77.
26. F. 13(4)-EV/77-CPF dated 18-10-77.
27. F. 13(10)-EV(B)/76-CPF dated 21-1-78.
28. F. 13(7)-EV(B)/77-CPF dated 23-1-78.
29. F. 20(25)-EV(B)/77-CPF dated 13-3-78.
30. F. 13(5)-EV(B)/77-CPF dated 30-3-78.
31. F. 13(7)-EV(B)/77-CPF dated 22-4-78.
32. F. 13(ii)-EV(B)/78-CPF dated 30-5-79.
33. F. 17(5)-EV(B)/78-CPF dated 18-6-79.
34. F. 19(15)-Pen/76-CPF dated 9-8-79.
35. F. 9(2)-EV(B)/78-CPF dated 13-11-79.
36. F. 10(10)-Pen/79-CPF dated 3-3-80.
37. F. 20(22)-EV(B)/Pen/79-CPF dated 18-4-80.
38. F. 13(6)-Pen/79-CPF dated 18-4-80.
39. F. 16(2)-Pen/79 CPF dated 12-6-80.
40. F. iii(i)-Pen/77-CPF dated 1-10-80.
41. F. 16(3)Pen/79-CPF dated 13-10-80.
42. F. 10(2)-Pen/81-CPF dated 21-12-81.

[No. F. 19(2)-Pen/80-CPF]

का०आ० 2224:—राष्ट्रपति संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारतीय लेखापरीक्षा और लेखा विभाग में कार्य कर रहे व्यक्तियों के संबंध में भारत के नियंत्रक-महालेखापरीक्षक से परामर्श करने के पश्चात् साधारण भविष्य निधि (केन्द्रीय सेवा) नियम, 1960 का और संशोधन करने के लिए निम्नलिखित बनाते हैं, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम साधारण भविष्य निधि (केन्द्रीय सेवा) दूसरा संशोधन नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तत्परीक्ष को प्रवृत्त होंगे।

2. साधारण भविष्य निधि (केन्द्रीय सेवा) नियम, 1960 के नियम 15 के खण्ड (ग) के पश्चात् किन्तु उपनियम (1) के टिप्पण 1 से पूर्व निम्नलिखित खण्ड अन्तः स्थापित किया जाएगा अर्थात्:—

“(घ) केन्द्रीय कर्मचारियों के लिए स्वयं वित्त-पोषण और अभिदायी आधार पर सामूहिक बीमा योजना मझे अभिदाता द्वारा एक वर्ष में संदीय की गई अभिदाय की रकम के बराबर रकम, किसी वित्तीय वर्ष के दौरान एक बार।”

पाद-टिप्पण:—साधारण भविष्य निधि (केन्द्रीयसेवा) (21) नियम 1960 का०आ० 3000 तारीख 1-12-1960 के रूप में प्रकाशित किए गए थे। नियमों का तीसरा पुनर्मुद्रण (30-11-1978 तक संशोधित) 1979 में मुद्रित किया गया था। तत्पश्चात् नियमों का निम्नलिखित अधिसूचनाओं द्वारा संशोधन किया गया—

1. फा० 13(8)/77-ई बी (बी) तारीख 13-12-1978
2. फा० 13(5)/78-ई बी (बी) तारीख 23-4-1979
3. फा० 13(11)/78-ई बी (बी) तारीख 30-5-79
4. फा० 13(7)/78-ई बी (बी) तारीख 18-6-79
5. फा० 17(5)ई बी (बी)/78 तारीख 18-6-79
6. फा० 19(15)-वें०/76-सा०भ०नि० तारीख 9-8-79
7. फा० 9(2)-ई० बी (बी) वें०/78-सा०भ०नि० तारीख 13-11-79
8. फा० 10(10)-वें०/79-सा०भ०नि० तारीख 3-3-80
9. फा० 20(22)-ई बी (बी)/वें०/79-सा०भ०नि० तारीख 18-4-80
10. फा० 13(6)-वें०/79-सा०भ०नि० तारीख 18-4-80
11. फा० 16(2)-वें०/79-सा०भ०नि० तारीख 12-6-80
12. फा० 11(1)-वें०/77-सा०भ०नि० तारीख 1-10-80
13. फा० 16(3)-प०/79-सा०नि० तारीख 13-10-80
14. फा० 10(2)-वें०/81-सा०भ०नि० तारीख 21-12-81

15. फा० 13(1)-वें०/82-तारीख 8-9-1982

[सं० फा० 19(2)-वें०/80-सा० भविष्य निधि]
के० एस० महादेवन, अवर सचिव

S.O. 2224.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor-General in relation to persons serving in the Indian Audit and Accounts Department hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. (1) These rules may be called the General Provident Fund (Central Services) second Amendment Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the General Provident Fund (Central Services) Rules, 1960, after clause (C) but before Note 1, of sub-rule (1) of rule 16, the following clause shall be inserted, namely:—

“(D) Once during the course of a financial years, an amount equivalent to one year's subscription paid for by the subscriber towards the Group Insurance Scheme for the Central Government employees on self-financing and contributory basis.”

NOTE :

General Provident Fund (Central Services) Rules, 1960 were published as S.O. 3000 dated 1-12-1960. The Third reprint (corrected upto 30-11-1978) of the rules was printed in 1979. The rules were subsequently amended vide notifications mentioned below:—

1. F. 13(8)/77-EV(B) dated 13-12-1978.
2. F. 13(5)/78-EV(B) dated 23-4-1979.
3. F. 13(11)/78-EV(B) dated 30-5-79.
4. F. 13(7)/78-EV(B) dated 18-6-79.
5. F. 17(5)-EV(B)/78F dated 18-6-79.
6. F. 19(15)-Pen/76-GPI dated 9-8-79.
7. F. 9(2)-EV(B)/Pen/78-GPF dated 13-11-79.
9. F. 20(22)-EV(B)/Pen/79-GPF dated 18-4-80.
9. F. 20(22)-EV(B)/Pen/79-FPG dated 18-4-80.
10. F. 13(6)-Pen/79-GPF dated 18-4-1980.
11. F. 16(2)-Pen/79-GPF dated 12-6-80.
12. F. 11(1)-Pen/77-GPF dated 1-10-80.
13. F. 16(3)-Pen/79-GPF dated 13-10-80.
14. F. 10(2)-Pen/81-GPF dated 21-12-81.
15. F. 13(i)-Pen/82 dated 8-9-1982.

[No. F. 19/2-Pen/80-GPF]

K. S. MAHADEVAN, Under Secy.

वाणिज्य मंत्रालय

(संयुक्त मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

हैदराबाद, 22 मार्च, 1983

विषय:—सर्वश्री राजेश्वर इन्डस्ट्रीज, डी-4 यूनिट इन्डस्ट्रियल एस्टेट, करीम नगर आन्ध्र प्रदेश के अग्रिम लाइसेंस सं० पी/एल/2850686 दिनांक 1-5-1982 और पी/एल/2850694 दिनांक 5-5-1982 को रद्द करने के लिए आदेश।

का०आ० 2225:—सर्वश्री राजेश्वर इन्डस्ट्रीज, डी-4, यूनिट इन्डस्ट्रियल एस्टेट करीमनगर-आन्ध्र प्रदेश को 20 से 30 जी फिनिश जंगविरोधी इस्पात की शीटों/कायलम के आयात के लिए दो अग्रिम लाइसेंस सं० : पी/एल/2850686

दिनांक 1-5-1982 और पी/एल/2850694 दिनांक 5-5-1982 प्रदान किए गए थे उन्होंने अनुलिपि लाइसेंस (सीमा-शुल्क और मुद्रा विनियम नियंत्रण प्रयोजन प्रतियां दोनों) जारी करने के लिए इस आधार पर आवेदन किया है कि उपर्युक्त लाइसेंसों की सीमा-शुल्क और मुद्रा-विनियम नियंत्रण दोनों प्रतियां किसी भी सीमा-शुल्क प्राधिकारी से पंजीकृत करायें बिना और बिल्कुल भी उपयोग में लाए बिना खो गई हैं।

2 अपने तर्कों के समर्थन में आवेदक ने नोटरी के सम्मुख विधिवत शपथ लेकर स्टाम्प कागज पर शपथ-पत्र दाखिल किए हैं।

3 मैं सतुष्ट हूँ कि अग्रिम लाइसेंस सं.: पी/एल/2850686 दिनांक 1-5-1982 और पी/एल/2850694 दिनांक 5-5-1982 (सीमा-शुल्क प्रयोजन प्रति/मुद्रा-विनियम प्रयोजन प्रति) खो गई हैं और उनके बदले में आवेदक को क्रमशः 2,44,720 रुपए और 3,36,858 रुपए के सम्पूर्ण मूल्य की अनुलिपि प्रतियां जारी की जाएं। आयात लाइसेंस सं. पी/एल/2850686 और पी/एल/285069 की मूल प्रतियां (दोनों प्रतियां अर्थात् सीमा-शुल्क प्रयोजन और मुद्रा विनियम नियंत्रण प्रयोजन) क्रमशः 2,44,720 रुपए और 3,36,858 रुपए के सम्पूर्ण अप्रयुक्त मूल्य के लिए रद्द समझी जाएं।

[मिसिल सं. एस०स्टील/44 और 45/एडवी लाइसेंस/81-82/आर०ई०पी०/हैदराबाद]

एन०वी० प्रधान, उप-मुख्य नियंत्रक, आयात-निर्यात

OFFICE OF THE JOINT CHIEF CONTROLLER OF
IMPORTS AND EXPORTS, 5-9-22/1/16, ADARSH-
NAGAR, HYDERABAD-500483 (A P)

Hyderabad, the 22nd March, 1983

Subject —Order for Cancellation of Advance Licence Nos P/L/2850686 and P/L/2850694 dated 1-5-82 and 5-5-82 in favour of M/s Rajeswara Industries, D-4 Unit, Indl. Estate, Karmnagar, A P

S.O. 2225 —M/s Rajeswara Industries, D-4 Unit Industrial Estate, Karmnagar-A P were granted two advanced licence Nos P/L/2850686 dated 1-5-82 and P/L/2850694 dated 5-5-82 for the import of Stainless Steel Sheets/Coils 22 to 30 G Finish. They have applied for the issue of duplicate licence (both Customs and Exchange Control purpose copies) on the ground that both the Customs and Exchange copies of above licence have been lost without having been registered with any Custom Authority and utilised at all. They have declared that the above said licences have not been utilised at all.

2 In support of their contention, the applicant has filed affidavits on stamp paper duly sworn before the Notary.

3 I am satisfied that the advance licence Nos P/L/2850686 dated 1-5-82 and P/L/2850694 dated 5-5-82 (Custom Purpose Copy/Exchange purpose copy) have been lost and duplicate copies should be issued to the applicant in lieu thereof for the full value of Rs 2,44,720 and Rs 3,36,858 respectively. The original (both copies i.e. custom purpose and exchange control purpose) of the Import licences Nos P/L/2850686 and P/L/2850694 may be deemed to have been cancelled for the full unutilised value of Rs 2,44,720 and Rs 3,36,858 respectively.

[F No S Steel/44 and 45/Adv Lic/81-82(Rep/Hyd)]
N B PRADHAN, Dy Chief Controller of
Imports and Exports

हैदराबाद, 31 मार्च, 1983

विषय—सर्वश्री रन्का केबल्स प्रा० लि, इन्डस्ट्रियल एस्टेट के पास, कुड्डापहा, आन्ध्र प्रदेश को जारी किए गए प्रतिपूर्ति लाइसेंस सं० पी/एल/2850164 दिनांक 4-6-1981 को रद्द करने का आदेश।

का०आ० 2226—सर्वश्री रन्का केबल्स प्रा० लि०, इन्डस्ट्रियल एस्टेट के पास, कुड्डापहा, आन्ध्र प्रदेश को 3,20,005 रुपए/ तक के अल्यूमिनियम/अल्यूमिनियम छड़ों, जस्ता और हाई कार्बन इस्पात तार छड़ों के आयात के लिए 32,00,053 रुपए/ मूल्य का प्रतिपूर्ति लाइसेंस सं० पी/एल/2850164/दिनांक 4-6-1981 प्रदान किया गया था। तत्पश्चात् उक्त लाइसेंस 1977-78 के लिए रैंड बुक जिल्द-2 के पैरा 30 (1) में दिए गए प्रावधानों के अनुसार 9,19,492 रुपए तक कच्चे माल, उपभोज्य स्टोर्स और पैकिंग सामग्री के आयात के लिए वैध किया गया था और वास्तविक उपभोक्ता शर्तों के साथ 7-1-1983 में छ महीनों की अवधि के लिए पुनर्वैध और अहस्तान्तरणीय किया गया था।

लाइसेंसधारी ने अनुलिपि लाइसेंस (सीमा-शुल्क और मुद्रा-विनियम नियंत्रण प्रयोजन प्रतियां, दोनों) जारी करने के लिए इस आधार पर आवेदन किया है कि उपर्युक्त लाइसेंस की सीमा-शुल्क और मुद्रा-विनियम नियंत्रण दोनों प्रतियां कलकत्ता के सीमा-शुल्क कार्यालय में पंजीकृत कराने और उक्त लाइसेंस का आंशिक रूप से उपयोग करने के पश्चात् खो गई हैं।

2. अपने तर्कों के समर्थन में, आवेदक फर्म ने नोटरी पब्लिक के सम्मुख विधिवत् शपथ लेकर स्टाम्प कागज पर एक शपथ-पत्र दाखिल किया।

3 मैं सतुष्ट हूँ कि लाइसेंस सं० पी/एल/2850164 दिनांक 4-6-1981 (सीमा-शुल्क और मुद्रा-विनियम नियंत्रण प्रति) खो गया है और आवेदक को उसके बदले में 9,19,492 रुपए के मूल्य के लिए अनुलिपि प्रति जारी की जाएं। मूल लाइसेंस सं० पी/एल/2850164 दिनांक 4-6-1981 (सीमा-शुल्क और मुद्रा विनियम नियंत्रण प्रतियां, दोनों) 9,19,492 रुपए के अप्रयुक्त मूल्य के लिए रद्द समझी जाएं।

मिसिल सं० इजीनियरिंग/24/एल/जे एम-81/आई० डी० ए०/
/आर० ई० पी० हैदराबाद

Hyderabad, the 31st March, 1983

Subject —Order for Cancellation of Replenishment licence No P/L/2850164 dated 4-6-81 issued in favour of M/s Ranka Cables Pvt Ltd, Near Industrial Estate, Cuddapah, A P.

S.O. 2226.—M/s. Ranka Cables Pvt Ltd, Near Industrial Estate, Cuddapah, A P were granted Replenishment licence No P/L/2850164 dated 4-6-81 for a value of Rs 32,00,053 for import of Aluminium/Aluminium Rods Zinc and High

Carbon steel Wire Rods upto Rs. 3,20,005 subsequently the said licence was made valid for import of raw materials, consumable stores and packing materials upto Rs. 9,19,492 in accordance with provisions made in para 30(1) of Red Book Vol. II for 1977-78, and revalidated for a period of six months from 7-1-1983 with A.U. conditions and made non-transferable.

The licensee have applied for issue of duplicate licence (Both Customs and Exchange Control purpose copies) on the ground that both Customs and Exchange Control Copies of above licence have been lost having been registered with Calcutta Customs, and having utilised the said licence partly.

2. In support of their contention, the applicant firm have filed an affidavit on stamp paper duly sworn in before the Notary Public.

3. I am satisfied that the licence No. P/I/2850164 dated 4-6-81 (Customs and Exchange Control Copy) has been lost and duplicate copies should be issued to the applicant in lieu thereof for a value of Rs. 9,19,492. The original licence No. P/L/2850164 dated 4-6-1981 (Both Customs and Exchange Control) may be deemed to have been cancelled for the unutilised value of Rs. 9,19,492.

[F. No. Engg./24/L/JM-81/IDA/REP/Hyd.]

विषय:—सर्वश्री रन्का केबल्स प्रा० लि०, इन्डस्ट्रियल एस्टेट के पास, कुड्डापह, आन्ध्र प्रदेश को जारी किए गए प्रति-पूर्ति लाइसेंस सं० पी०/एल०/2850/63 दिनांक 4-6-1981 को रद्द करने का आदेश।

का०प्रा० 2227:—सर्वश्री रन्का केबल्स प्रा० लि०, इन्डस्ट्रियल एस्टेट के पास कुड्डापह, आन्ध्र प्रदेश को 15,54,370/- रुपए तक के अल्यूमिनियम/अल्यूमिनियम छड़ों, जस्ता और हाई कार्बन इस्पात तार छड़ों के आयात के लिए 1,55,437 रुपए मूल्य का प्रतिपूर्ति लाइसेंस सं० पी०/एल०/2850163/दिनांक 4-6-1981 प्रदान किया गया था। तत्पश्चात् उक्त लाइसेंस 1977-78 के लिए रेड बुक जिल्द-2 के पैरा 30 (1) में दिए गए प्रावधानों के अनुसार 10,50,750 रुपए तक कच्चे माल, उपभोग्य स्टोर्स और पैकिंग सामग्री के आयात के लिए वैध किया गया था और वास्तविक उपयोगिता शर्तों के साथ 7-1-1983 से 6 महीनों की अवधि के लिए पुनर्वैध और अहस्तान्तरणीय किया गया था।

लाइसेंसधारी ने अनुलिपि लाइसेंस (सीमा-शुल्क और मुद्रा-विनिमय नियंत्रण प्रयोजन प्रतियां, दोनों) जारी करने के लिए इस आधार पर आवेदन किया है कि उपर्युक्त लाइसेंस की सीमा-शुल्क और मुद्रा-विनिमय नियंत्रण दोनों प्रतियां कलकत्ता के सीमा-शुल्क कार्यालय में पंजीकृत कराने और उक्त लाइसेंस का आंशिक रूप से उपयोग करने के पश्चात् खो गई हैं।

2. अपने तर्क के समर्थन में, आवेदक फर्म ने नोटरी पब्लिक के सम्मुख विधिवत् शपथ लेकर स्टाम्प कागज पर एक शपथ-पत्र दाखिल किया है।

3. मैं संतुष्ट हूं कि लाइसेंस सं० पी०/एल०/2850163/दिनांक 4-6-1981 (सीमा-शुल्क और मुद्रा विनिमय नियंत्रण प्रति) खो गया है और आवेदक को उसके बदले में 10,50,750 रुपए के मूल्य के लिए अनुलिपि प्रति जारी की जाए। मूल लाइसेंस सं० पी०/एल०/2850163 दिनांक 4-6-1981 (सीमा-शुल्क और मुद्रा विनिमय नियंत्रण प्रतियां, दोनों) 10,50,750 रुपए के अप्रयुक्त मूल्य के लिए रद्द समझा जाए।

[मिसिल सं०: इंजीनियरिंग/30/एल/जे० एम-81/आई०-जी० ए०/आर० ई० पी०/हैदराबाद]

ए० जी० बी० मुख्त्र, उप-मुख्य नियंत्रक, आयात एवं निर्यात

Subject:—Order for Cancellation of Replenishment licence No. P/L/2850163 dated 4-6-1981 issued in favour of M/s. Ranka Cables Pvt. Ltd., Near Indl. Estate, Cuddapah A.P.

S.O. 2227.—M/s. Ranka Cables Pvt. Ltd., Near Industrial Estate Cuddapah, A.P. were granted Replenishment Licence No. P/L/2850163 dated 4-6-81 for a value of Rs. 15,54,370 for import of Aluminium/Aluminium Rods and Zinc and High Carbon Steel wire rods upto Rs. 1,55,437. Subsequently the said licence was made valid for import of raw materials, consumable stores and packing materials upto Rs. 10,50,750 in accordance with provision made in para 30(1) of Red Book Vol. II for 1977-78 and revalidated for a period of six months from 7-1-1983 with A.U. Condition and made non-transferable.

The licensee has applied for the issue of duplicate licence (Both Customs and Exchange Control Purpose Copies) on the ground that both Customs and Exchange Control copies of above licence have been lost having been registered with Bombay Customs and having utilised the said licence partly.

2. In support of their contention, the applicant firm have filed an affidavit on stamp paper duly sworn in before the Notary Public.

3. I am satisfied that the licence No. P/L/2850163 dated 4-6-81 (Customs and Exchange Control Copy) has been lost and duplicate copies should be issued to the applicant in lieu thereof for a value of Rs. 10,50,750. The original licence No. P/L/2850163 dated 4-6-81 (both Customs and Exchange Control) may be deemed to have been cancelled for the unutilised value of Rs. 10,50,750.

[F. No. Engg./30/L/JM 81/IDA/REP/Hyd.]

A. G. V. SUBBU, Dy. Chief Controller of Imports and Exports

मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

नई दिल्ली, 3 मई, 1983

का०प्रा० 2228:—सर्वश्री जोगिन्दर पेपर मिल्स लिमिटेड, नई दिल्ली को स्वतंत्र विदेशी मुद्रा के अन्तर्गत 35, 55, 229/- रु० (8,60,000 डी एम) के लिए आयात लाइसेंस सं० पी०/सी०/जी०/2082217/सी०/एक्स०/78/एच०/80/सी० जी०-4 दिनांक 23.2.81 प्रदान किया गया था। उन्होंने उपर्युक्त आयात लाइसेंस की (सीमा-शुल्क प्रयोजन प्रति) की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस खो गया है। लाइसेंस की अनुलिपि की आवश्यकता पूरी राशि रु० 35,55,29 (8,60,000 डी एम) के लिए है।

इस तर्क के समर्थन में प्राप्ती ने नोटरी, संघ शासित क्षेत्र, दिल्ली के समक्ष विधिवत् शपथ लेकर एक शपथ-पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूं कि मूल आयात लाइसेंस खो गया/अस्थानस्थ हो गया है। अतः यथा-संशोधित आयात (नियंत्रक) आदेश, 1955 दिनांक 7-12-1955 की अपधारा 9 (सी० सी०) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री जोगिन्दर पेपर मिल्स लि० को जारी किया गया आयात लाइसेंस (सीमा-शुल्क प्रयोजन प्रति) सं० पी०/सी०/जी०/2082217/एक्स० एक्स०/78/एच०/80/सी० जी०-4 दिनांक 23.2.81 को एतद्वारा रद्द किया जाता है।

उत्प्रेषण आयात लाइसेंस (सीमा-शुल्क प्रयोजन प्रति)
की अनुलिपि लाइसेंसधारी को अलग से जारी की जा रही
है।

[सं० सी०जी०-IV/146/81/24]

शंकर चन्द, उप-मुख्य नियंत्रक, आयात-निर्यात
कृते मुख्य नियंत्रक, आयात-निर्यात

Office of the Chief Controller of Imports and Exports,

New Delhi, the 3rd May, 1983

S.O. 2228.—M/s. Joginder Paper Mills Ltd. New Delhi were granted Import Licence No. P/CG/2082217/C/XX/78/H/80/CG. IV dated 23-2-81 under Free Foreign Exchange for Rs. 35,55,229 (DM 8,60,000). They have applied for issue of duplicate licence (Customs Purpose) of the said licence on the ground that the original import licence (Customs Purpose) has been misplaced. Duplicate licence is required for the full amount of Rs. 35,55,229 (DM 8,60,000).

In support of this contention, the applicant has filed an affidavit duly sworn in before a Notary U. T. Delhi. I am accordingly satisfied that the original import licence has been lost/misplaced. Therefore, in exercise of the powers conferred under sub-clause 9(cc) of the Imports (Control) Order 1955 dated 7-12-1955 as amended, the said import licence (Customs Purpose) No. P/CG/2082217/C/XX/78/H/80/CG. IV dated 23-2-81 issued to M/s. Joginder Paper Mills Ltd., New Delhi is hereby cancelled.

A duplicate import licence (Customs Purpose) of the said licence is being issued separately to the licensee.

[No. CG. IV/146/81/24]

SHANKAR CHAND, Dy. Chief Controller of
Imports and Exports
for Chief Controller of Imports and Exports

उद्योग मंत्रालय

(भारी उद्योग विभाग)

आदेश

नई दिल्ली, 9 मई, 1983

का० प्र० 2229.—विकास परिषद् (कार्य विधिक)
नियम 1952 के नियम 2, 4 और 5 के साथ पठित
उद्योग (विकास तथा विनियमन) अधिनियम, 1951
(1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग
करते हुए केन्द्रीय सरकार एतद् द्वारा श्री विमल नेवतिया,

अध्यक्ष, लघु औजार निर्माता संघ, बम्बई को भारत
मंत्रालय, उद्योग मंत्रालय, भारी उद्योग विभाग के आदेश सं०
का० आ० 745 (ड०) दिनांक 14 अक्तूबर, 1981 द्वारा
गठित मशीनी औजारों के निर्माण अथवा उत्पादनगत अनु-
सूचित उद्योगों की विकास परिषद् का सदस्य नियुक्त करती
है और यह निर्देश देती है कि उक्त आदेश में निम्नलिखित
संशोधन किया जायेगा; अर्थात्:—

उक्त आदेश में क्रम सं० 16 के बाद निम्नलिखित को
शामिल किया जायेगा :—

17. श्री विमल नेवतिया,
अध्यक्ष, लघु औजार निर्माता संघ,
पांचवीं मंजिल, इंडस्ट्री हाउस,
159, चर्च गेट रेक्लामेशन,
बम्बई-400020

[का० सं० 19-7/81-एम टी]

शोभन कानूनगो, संयुक्त सचिव

MINISTRY OF INDUSTRY

(Department of Heavy Industry)

ORDER

New Delhi, the 9th May, 1983

S.O. 2229.—In exercise of the powers conferred by Section 6 of the Industries (Development & Regulation) Act, 1951 (65 of 1951) read with Rules 2, 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints Shri Vimal Nevatia, President, Association of Small Tool Manufacturers, Bombay to be a member of the Development Council constituted by the Order of the Government of India in the Ministry of Industry (Department of Heavy Industry) No. S.O.745(E) dated the 14th October, 1981 for the Scheduled Industries engaged in the manufacture or production of Machine Tools and direct that the following amendments shall be made in the said Order, namely :—

In the said Order after serial number 16 the following shall be inserted :

17. Shri Vimal Nevatia,
President,
Association of Small Tool Manufacturers,
5th, Floor, Industry House
159 Churchgate Reclamation,
Bombay-400020.

[No. 19-7/81-MT]

S. KANUNGO, Jt. Secy.

सांख्यिक पूर्ति मंत्रालय

भारतीय मानक संस्था

नई दिल्ली, 1983-04-29

का० प्र० 2230.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) के विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस संख्या (सीएम/एल-1109027) जिसके व्यौर नीचे अनुसूची में दिए गए हैं लाइसेंसधारी के अपने अनुरोध पर 83-01-01 में रद्द कर दिया गया है।

अनुसूची

क्रम सं०	लाइसेंस संख्या व तिथि	लाइसेंसधारी का नाम व पता	रद्द किए गए लाइसेंस के अर्थात् वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1.	सीएम/एल-1109027 82-08-19	मेक्स एल्वी एंटर प्राइजेज प्रा० लि० 12/2, मथुरा रोड, सेक्टर 37 फरीदाबाद (हरियाणा) इनका कार्यालय : पी-16 एनडीएसई-II नई दिल्ली में है।	एक बर्नर वाले द्रवित पेट्रोलियम गैसों में प्रयुक्त घरेलू गैस चूल्हे	IS : 4246-1978 द्रवित गैसों में प्रयुक्त घरेलू गैस चूल्हे की विशिष्ट (दूसरा पुनरीक्षण)

[संख्या सीएमडी/55 : 1109027]

MINISTRY OF CIVIL SUPPLIES
INDIAN STANDARDS INSTITUTION
New Delhi, 1983-04-29

S.O. 2230:—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L—1109027 particulars of which are given in the Schedule below has been cancelled with effect from 83-01-01 at the request of the licensee.

SCHEDULE

Licence No. and Date	Name & Address of the Licensee	Article/Process Covered by the Licence Cancelled	Relevant Indian Standard
(1)	(2)	(3)	(4)
CM/L—1109027 82-08-19	M/s. Elvec Enterprises Private Limited; 12/2, Mathura Road, Sector 37, Faridabad (Haryana) having their office at : P-16, N.D.S.E. II, New Delhi.	Domestic Gas Stoves for use with Liquefied Petroleum Gases, single burner	IS : 4246 - 1978 Specification for Domestic gas stoves for use with liquefied petroleum gases (Second Revision)

[CMD/55 : 1109027]

का० प्रा० 2231—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) के विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस संख्या सीएम/एल-0640238 जिसके ब्यौरे तःसे अनुसूची में दिए गए हैं, लाइसेंसधारी के अपने अनुरोध पर 1983-01-15 से रद्द कर दिया गया है।

अनुसूची

क्रम सं०	लाइसेंस संख्या व तिथि	लाइसेंसधारी का नाम व पता	रद्द किए गए लाइसेंस के अर्थात् वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1.	सीएम/एल-0640238 77-09-14	मैक्स मिलर होजरोज, 2/5, वेरूमललूर रोड, तिरुपुर- 638602 (तमिलनाडु)	मादी बुनाई वाली सूती बनियाने टाइप : गोल गले और गोल गले बाजू वाली माइज : 40 से 100 सेंटीमीटर जाली : 26	IS : 4904-1980 मादी बुनाई वाली सूती बनियानों की विशिष्ट (दूसरा पुनरीक्षण)

[संख्या सीएमडी/55 : 0640238]

ए० पी० बनर्जी, अपर सहायनिदेशक

S.O. 2231:—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-0640238 particulars of which are given in the Schedule below has been cancelled with effect from 1983-01-15 at the request of the licensee.

SCHEDULE

Licence No. and Date	Name & Address of the Licensee	Article/Process Covered by the Licence Cancelled	Relevant Indian Standard
(1)	(2)	(3)	(4)
CM/L-0640238 77-09-14	M/s. Müller Hosierbs, 2/5, Perumanallur Road, Tirupur-638602 (Tami Nadu)	Plain Knitted Cotton Vests Type : RN & RNS Size : 40 to 100 cms Gauge : 26	IS : 4964-1980 Specification for Plain knitted cotton vests (Second Revision)

[CMD/55 : 0640238]

A. P. BANERJI, Additional Director General

विदेश मंत्रालय

नई दिल्ली, 28 अप्रैल, 1983

कां.आ. 2232:—राजनयिक तथा कौंसली अधिकारी (शपथ एवं मूलक) अधिनियम, 1948 (1948 का 41 वां) के खंड 2 की धारा (क) के अनुसरण में केन्द्र सरकार, इससे द्वारा भारत के प्रधान कौंसलावास, फ्रैंकफर्ट/मेन में सहायक श्री एच. डी. रोह्रा को तत्काल कौंसली एजेंट का कार्य करने के लिए प्रधिकृत करती है।

[टी-4330/4/83]

बी. एस. निडर, अवर सचिव,

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 28th April, 1983

S.O. 2232:—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948 (41 of 1948) the Central Government hereby authorise Shri H.D. Rohra, Assistant in the Consulate General of India, Frankfurt/Main, to perform the duties of Consular Agent with immediate effect.

[T. 4330/4/83]

B. S. NIDDER, Under Secy.

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 26 अप्रैल, 1983

कां.आ. 2233 :—यतः भारत-सरकार की अधिसूचना के द्वारा जैसा कि यहां संलग्न अनुसूची में निर्दिष्ट किया गया है
158 GI/83-2

और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 के खण्ड 6 के उपखण्ड (1) के अंतर्गत प्रकाशित किया गया है, गुजरात राज्य के मेहसाणा तेल क्षेत्र में उक्त विनिर्दिष्ट भूमि में बंधन स्थल सं. एन. के. सी. व्ही. से एन. के. सी. एन. तक पेट्रोलियम परिवहन के लिए भूमि उपयोग के अधिकार अधिलेखित किये गये हैं।

तेल एवं प्राकृतिक गैस आयोग ने उपर्युक्त नियम के खण्ड-7 के उपखण्ड (1) की धारा (1) में विनिर्दिष्ट कार्य दिनांक 31-3-81 से समाप्त कर दिया गया है,

अतः अब पेट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम-4 के अंतर्गत सक्षम अधिकारी एतद्वारा उक्त तिथि को कार्य समाप्त की तिथि अधिसूचित करते हैं।

एन. के. सी. व्ही. एन. के. सी. एन. तक पाइप लाइन कार्य समाप्ती

मंत्रालय का नाम का.आ.सं. भारत के कार्य समाप्ति राजपत्र में की तिथि प्रकाशन की तिथि

ऊर्जा मंत्रालय पेट्रोलियम विभाग
घनपुरा, 3080 4-9-82 31-3-81

[सं. 12016/67/81/प्रोड.-II]

MINISTRY OF ENERGY

(Deptt. of Petroleum)

New Delhi, the 26th April, 1983

S.O. 2233. —WHEREAS by the notification of Government of India as shown in the Schedule appended hereto and issued under sub section (1) of section 6 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from d.s NKCv to NKCn in Mehsana oil field in Gujarat State.

AND WHEREAS the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub section (1) of section 7 of the said Act on 31-3-81.

NOW THEREFORE under Rule 4 of the Petroleum Pipelines (Acquisition of right of user in land) Rules, 1963 the Competent Authority hereby notifies the said date as the date of termination of operation to above.

— SCHEDULE

TERMINATION OF OPERATION OF PIPELINE FROM D.S. NkeV to Nken

Name of Ministry	Villages	S.O. No	Date of publication in the Gazette of India	Date of termination of operation
Energy	Dhanpura	3080	4-9-82	31-3-81

[No. 12016/67/81-Prod II]

नई दिल्ली, 30 अप्रैल, 1983

क्रा० प्रा० 2234.—यत भारत सरकार की अधिसूचना के द्वारा जैसा कि यहाँ संलग्न अनुसूचि में विनिर्दिष्ट किया गया है और पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 के खण्ड 6 के उपखण्ड (1) के अन्तर्गत प्रकाशित किया गया है, गुजरात राज्य के मेहसाणा तेल क्षेत्र में उक्त विनिर्दिष्ट भूमि में अर्घन स्थल सं. एन० के० सी० बी० से एन० के० बी० यू० से एन० के० तक पेट्रोलियम परिवहन के लिए भूमि उपयोग के अधिकार अर्जित किये गये हैं।

तेल एवं प्राकृतिक गैस आयोग ने उपर्युक्त नियम के खण्ड-7 के उपखण्ड (1) की धारा (1) में विनिर्दिष्ट कार्य दिनांक 31-3-81 से समाप्त कर दिया गया है।

अतः अब पेट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम-4 के अन्तर्गत

सकल अधिकारी एतद्वारा उक्त तिथि को कार्य समाप्त की तिथि अधिविहित करते हैं।

अनुसूची

एन० के० सी० बी० से एन० के० बी० यू० से/एन० के० सी० एन तक पाइप लाइन कार्य समाप्ती

संजाल का नाम	गांव	का.आ. सं	भारत के राजपत्र में प्रकाशन की तिथि	कार्य समाप्ति की तिथि
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ऊर्जा	धनपुरा	2982	28-8-82	31-3-83
संज्ञासय (पेट्रोलियम विभाग)				

[सं० 12016/20/81/प्रोड० II]

New Delhi, the 30th April, 1983

S.O. 2234—Whereas by the notification of Government of India as shown in the schedule appended here to and issued under sub section (1) of section 6 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended there to for the transport of petroleum from d.s. NKCB to NKBU to NKCn in Mehsana oil field in Gujarat State.

And whereas the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub section (1) of section 7 of the said Act on 31-3-81.

Now, therefore under Rule 4 of the Petroleum Pipelines (Acquisition of right of user in land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of operation to above.

SCHEDULE

TERMINATION OF OPERATION OF PIPELINE FROM D.S. Nkcb to NKBU to Nken

Name of Ministry	Villages	S.O.No.	Date of publication in the Gazette of operation India	Date of termination of operation
Energy	Dhanpura	2982	28-8-82	31-3-81

[No. 12016/20/81-Prod II]

का० आ० 2235.—यतः भारत सरकार की अधिसूचना के द्वारा जैसा कि यहाँ संलग्न अनुसूची में विनिर्दिष्ट किया गया है और पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारी का अर्जन) अधिनियम, 1962 के खण्ड 6 के उपखण्ड (1) के अन्तर्गत प्रकाशित किया गया है, गुजरात राज्य के अक्लेश्वर तेल क्षेत्र में उक्त विनिर्दिष्ट भूमि में व्ययन स्थल सं. कूप नं. 21 से एम० पी० एच० तक पेट्रोलियम परिवहन के लिए भूमि उपयोग के अधिकार अर्जित किये गये हैं।

तेल एवं प्राकृतिक गैस आयोग ने उपर्युक्त नियम के खण्ड-7 के उपखण्ड (1) की धारा (1) में विनिर्दिष्ट कार्य दिनांक 10-1-83 से समाप्त कर दिया गया है।

अतः अब पेट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम-4 के अन्तर्गत सक्षम अधिकारी एतद्वारा उक्त तिथि को कार्य समाप्त की तिथि अनुसूचित करते हैं

अनुसूची

कूप नं. 21 से एम० पी० एच० तक पाइप लाइन कार्य समाप्ती

मंत्रालय का नाम	गांव	का.आ.सं.	भारत के राजपत्र में प्रकाशन की तिथि	कार्य समाप्ति की तिथि
ऊर्जा मंत्रालय	हजाम	2162	12-6-82	10-1-83
पेट्रोलियम विभाग				

[सं० 12016/58/81/प्रोट 1]

ह०/- गुजरात के लिए नियमास्तर्गत सक्षम प्राधिकारी

S.O. 2235.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from d.s. Well no. 21 to MPH in Aukleshwar oil field in Gujarat State.

And whereas the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub-section (1) of section 7 of the said Act on 10-1-83.

Now therefore under Rule 4 of the Petroleum Pipelines (Acquisition of right of user in land) Rules,

1963 the Competent Authority hereby notifies the said date as the date of termination of operation to above.

SCHEDULE

TERMINATION OF OPERATION OF PIPELINE FROM D.S. Well no. 21 to MPH

Name of Ministry	Villages	S.O.No.	Date of publication in the Gazette of India	Date of termination of operation
Energy	Hajat	2162	12-6-82	10-1-83

[No. 12016/58/81-Prod-I]

Sd/ Illegible

Competant Authority under the Act of Oujarat

(कोयला विभाग)

नई दिल्ली, 4 मई 1983

का० आ० 2236.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं० का० आ० 2141, तारीख 20 अप्रैल, 1981 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में भूमि का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अनुसरण में अपनी रिपोर्ट केन्द्रीय सरकार को दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करन और बिहार सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 77.00 एकड़ (लगभग) या 31.16 हैक्टर (लगभग) माप की भूमि का अर्जन किया जाता है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 77.00 एकड़ (लगभग) या 31.16 हैक्टर (लगभग) माप की भूमि का अर्जन किया जाता है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण उपायुक्त, हजारी बाग (बिहार) के कार्यालय में या कोयला निर्यातक, 1, काउंसिल हाउस, स्ट्रीट, कलकत्ता के कार्यालय में या सेन्ट्रल कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग) दरभंगा हाउस, रांची (बिहार) के कार्यालय में किया जा सकता है।

भगवती
ब्लाक भदवा
 (सरुबरा कोयला क्षेत्र का विस्तार)
 जिला हजारी बाग,
 (बिहार)

रेखांक सं० राज० 57/82

तारीख 5-8-82

(जिसमें अर्जित की गई भूमि दर्शाई की गई है)

सभी अधिकार

क्रम संख्यांक	ग्राम	थाना	थाना सं०	जिला	क्षेत्र	टिप्पण
1	भदवा	मांडू	173	हजारी बाग	77.00	भाग एकड़ (लगभग) या 31.16 हैक्टर (लगभग)

कुल क्षेत्र : 77.00 एकड़ (लगभग)

या 31.16 हैक्टर (लगभग)

भदवा पांव में अर्जित किए गए प्लॉट नम्बरांक :

1 (भाग) और 2 (भाग)

सीमा वर्णन :

- क-ख रेखा आरा और भदवा ग्रामों की भागतः सम्मिलित सीमा के साथ-साथ जाती है (जो आरा कोयला क्षेत्र पट्टे की सीमा के साथ भागतः सम्मिलित सीमा बनाती है)।
- ख-ग रेखा भदवा ग्राम के प्लॉट सं० 1 और 2 से होकर जाती है।
- ग-क रेखा भदवा और अतना ग्रामों की भागतः सम्मिलित सीमा के साथ साथ जाती है (जो माडल घोरी कोयला क्षेत्र पट्टे सीमा के साथ-साथ भागतः सम्मिलित सीमा बनाती है)।

[सं० 19(7)/82-सी०एल०]

समय सिंह, प्रवर सचिव

(Deptt. of Coal)

New Delhi, the 4th May, 1983

S.O. 2236.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2141 dated the 20th April, 1981, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification;

And whereas the Competent Authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid, and after consulting the report aforesaid, and after consulting the Government of Bihar, is satisfied that the lands Measuring 77.00 acres (approximately) or 31.16 hectares (approximately), described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 77.00 acres (approximately) or 31.16 hectares (approximately), described in the said Schedule, are hereby acquired.

The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Central Coalfields Ltd. (Revenue Section), Darbhanga House, Ranchi (Bihar).

SCHEDULE

Drg. No. Rev/57/82
Block Bhadwa
(Extn. of Sambera Colliery)
Dist. Hazaribagh
(Biha)

Dated 5-8-82
(Showing lands acquired)

All Rights

Sl. Village No.	Thana	Thana number	District	Area	Remarks
1. Bhadwa	Mandu	173	Hazaribagh	77.00 acres (approximately) or 31.16 hectares (approximately)	part

Total area : 77.00 acres (approximately)
or 31.16 hectares (approximately)

Plot numbers acquired in the village Bhadwa :—

1(P) and 2(P)

Boundary description :—

- A—B line passes along the part common boundary of villages Ara and Bhadwa (which forms part common boundary with Ara Colliery lease boundary).
B—C line passes through plot nos. 1 and 2 of village Bhadwa.
C—A line passes along the part common boundary of villages Bhadwa and Atna (which forms part common boundary with Model Dhor Colliery lease boundary) and meets at point 'A'.

[No. 19/71/82—CL.]

SAMAY SINGH, Under Secy.

(पेट्रोलियम विभाग)

नई दिल्ली, 6 मई, 1983

का० आ० 2237.—यतः पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 209 तारीख 6-12-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार

एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूचा

विरमगाम से सी० टी० एफ० कलोल तक पाइप लाइन बिछाने के लिए राज्य : गुजरात, जिला :—मेहसाना तालुका-कडी

गांव	सर्वे नं०	हेक्टर	आर	सं टीयर
दशबरपुरा	41	0	28	20

[सं० 12016/63/82-प्रोड]

(Department of Petroleum)

New Delhi, the 6th May, 1983

S.O. 2237.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 209 dated 6-12-82 under sub-section (1) of Section 3 of the Petroleum and Minerals

Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline From Virangam to CTF Kalol

State : Gujarat District : Meshana Taluka : Kadi

Village	Survey No.	Hectare	Are	Centi-are
Ishwarpura	41	0	28	20

[No. 12016/63/82-Prod.]

नई दिल्ली, 10 मई, 1983

का० प्रा० 2238.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 4006 तारीख 9-11-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार

एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख को निहित होगा।

अनुसूची

राज्य गुजरात	जिला खेड़ा	तालुका- खंबान
गांव	सर्वे नं	हेक्टर ए आर ई सेंटीयर
कानावाडा	91/1	0 15 20

[सं० 12016/50/82-प्रोड]

New Delhi, the 10th May, 1983

S.O. 2238.—Whereas by notification of the Government of India in the Ministry of Energy (Department of Petroleum) S.O. 4006 dated 9-11-82 under sub-section (1) of Section 3 the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Kanawada-2 To Changada-1
State : Gujarat District : Kaira Taluka : Cambay

Village	Survey No.	Hectare	Are	Centi-are
Kanawada	91/1	0	15	20

[No. 12016/50/82-Prod.]

नई दिल्ली, 10 मई, 1983

का०आ० 2239.—यतः पेट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 214 तारीख 6-12-82 द्वारा केंद्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

सो.टो.एफ. कलोल से विरमगम तक पाइप लाइन बिछाने के लिए

राज्य:	गुजरात	जिला:	अहमदाबाद	तालुका:	विरमगम
गांव	ब्लक नं०	हेक्टर	आर	मन्टीयर	
मोटी कुमार	158	0	05	85	
	157	0	07	20	

[सं. ओ-12016/56/82/प्रोड० I]

S.O. 2239.—Whereas by notification of the Government of India in the Ministry of Energy (Department of Petroleum) S.O. 214 dated 6-12-82 under sub-section (1) of Section 3 the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline From CTF Kalol To Viramgam

State : Gujarat District : Ahmedabad Taluka : Viramgam

Village	Block No.	Hectare	Are	Centi-are
Moti Kumad	158	0	05	85
	157	0	07	20

[No. O-12016/56/82-Prod-I]

का० आ० 2240.—यतः पेट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 210 तारीख 6-12-82 द्वारा केंद्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केंद्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

विरमगाम से सी० टी० एफ कलोल तक पाइप लाईन
बिछाने के लिए

राज्य :	गुजरात जिला : महेसाना तालुका : कदी			
गांव	सर्वे नं	हेक्टर	आर	सन्टीयर
विनायकपुरा	46	0	07	80
	47	0	01	80
	45	0	24	90
	42	0	10	95
	41	0	07	80
	40	0	07	50
	38	0	09	00
	39	0	00	60
	25	0	04	05
	27	0	24	75
	32	0	02	00
	28	0	04	00
	29	0	08	25
	30	0	20	25
	19	0	09	45

[सं० 12016/59/82-प्रोड]

राजेंद्र सिंह, निदेशक

S.O. 2240.—Whereas by notification of the Government of India in the Ministry of Energy (Department of Petroleum) S.O. 210 dated 6-12-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline From Viramgam To CTF Kalol
State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hectare	Are	Centiare
Vinayakpura	46	0	07	80
	47	0	01	80
	45	0	24	90
	42	0	10	95
	41	0	07	80
	40	0	07	50
	38	0	09	00
	39	0	00	60
	25	0	04	05
	27	0	24	75
	32	0	02	00
	28	0	04	00
	29	0	08	25
	30	0	20	25
	19	0	09	45

[No.12016/59/82-Prod.]

RAJENDRA SINGH Director

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 27 अप्रैल, 1983

का० प्रा० 2241.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्-द्वारा भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित और संशोधन करती है अर्थात्:-

उक्त भाग-I में नागपुर विश्वविद्यालय से सम्बन्धित क्रम सं० 2 पर जो प्रविष्टि है उसके बाद निम्नलिखित प्रविष्टि जोड़ी जाएगी अर्थात्:-

(1)	(2)	(3)
"22. मंगलौर विश्वविद्यालय	मास्टर आफ डेंटल सर्जरी	एम. डी-एस. (पेरियो)
	(i) ओरल सर्जरी	मंगलौर
	(ii) पेरिओडॉन्टिक्स	एम० डी०-एस० (ओरल सर्जरी) मंगलौर

[सं० बी० 12017/1/83-पी०एम०एस०]

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 27th April, 1983

S.O. 2241.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India hereby makes the following further amendment in Part I of the Schedule to the said Act, namely:—

In the said Part I, after the entry at serial No. 21 relating to the Nagpur University, the following entry shall be inserted, namely:—

"22. Mangalore University	Master of Dental Surgery—(i) Oral Surgery (ii) Periodontics.	M.D.S. (Periodontics) Mangalore, M.D.S. (Oral Surgery) Mangalore."
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[No. V. 12017/1/83-PMS]

का० प्रा० 2242.—दंत चिकित्सक अधिनियम, 1948, (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद उक्त अधिनियम की अनुसूची में निम्नलिखित और संशोधन करती है अर्थात्:—

उक्त अनुसूची के भाग 1 में बम्बई विश्वविद्यालय से संबंधित प्रविष्टियों में क्रमशः संक्षिप्त नाम और कोष्ठक शब्दों "डेंटल रेडियोलोजी-एम० डी० एस० रेडियोलोजी बम्बई और "डेंटल पैथोलोजी एंड बैक्टीरियोलोजी एम० डी० एस० (डेंटल, पैथोलोजी एंड बैक्टीरियोलोजी) बम्बई, के लिए निम्नलिखित प्रतिस्थापित किए जाएंगे अर्थात्:—

"डेंटल रेडियोलोजी एम० डी० एस० (ओरल मेडिसिन, डायग्नोसिस एंड रेडियोलोजी) बम्बई",

"डेंटल पैथोलोजी एम० डी० एस० (ओरल पैथोलोजी एंड बैक्टीरियोलोजी एंड माइक्रोबायोलोजी) बम्बई"

[सं० वी० 12017/10/82-पी०एस०एस०]

एस० पी० पाठक, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 27th April, 1983

S.O. 2242.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 158GI/83—3

1948), the Central Government, after consulting the Dental Council of India, hereby makes the following amendments in the Schedule to the said Act, namely:—

In part I of the said Schedule, in the entries at serial No. 4 relating to the University of Bombay, for the words, abbreviations and brackets "—Dental Radiology.....M.D.S. (Radiology) Bombay" and "—Dental Pathology and Bacteriology.....M.D.S. (Dent. Path. & Bact.) Bombay", the following shall respectively be substituted, namely:—

"—Dental Radiology	M.D.S. (Oral Medicine; Diagnosis & Radiology, Bombay;,"
"—Dental Pathology and Bacteriology	M.D.S. (Oral Pathology and Microbiology) Bombay."

[No. V. 12017/10/82-PMS]

S. P. PATHAK, Under Secy.

नई दिल्ली, 30 अप्रैल, 1983

का० प्रा० 2243.—केन्द्रीय सरकार, खाद्य अपमिश्रण निवारण अधिनियम, 1954 (1954 का 37) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के स्वास्थ्य और परिवार नियोजन मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना सं० एफ० 14-24/71-पी एच (सा० का० नि० 1972), तारीख 6 अक्टूबर, 1971 द्वारा घोषित स्थानीय क्षेत्र के लिए श्री आर० एन० प्रसाद को खाद्य निरीक्षक नियुक्त करती है।

[सं० पी० 15014/6/81-पी० एच/एफ
एंड एन/पी एफ ए]

पी० एस० टंडन, अवर सचिव

New Delhi, the 30th April, 1983

S.O. 2243.—In exercise of the powers conferred by sub-section (1) of section 9 of the Prevention of Food Adulteration Act 1954 (37 of 1954), the Central Government hereby appoints Shri R. N. Prasad as Food Inspector for the local area declared by the notification of the Government of India in the Ministry of Health and Family Planning (Department of Health) No. F. 14-24/71-PH, (GSR 1972), dated the 6th October, 1971.

[No. P. 15014/6/81-PH(F&N)/PFA]

P. S. TANDON, Under Secy.

विज्ञान और प्रौद्योगिकी विभाग

प्रादेश

नई दिल्ली, 27 अप्रैल, 1983

का० प्रा० 2244.—राष्ट्रपति केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उपनियम (2) नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के विज्ञान और प्रौद्योगिकी

विभाग के आदेश सं० का० आ० 1047 तारीख 24 फरवरी, 1976 का निम्नलिखित और संशोधन करते हैं, अर्थात्:-
उक्त आदेश की अनुसूची में:-

- (i) "भाग I सामान्य केन्द्रीय सेवा—समूह ग, भारतीय सर्वेक्षण" में, क्रम सं० 2 की प्रविष्टि के सामने स्तंभ नं० (2), (3) & (5) में "सकिल निदेशालय/शाखा/संस्थान/केन्द्र/प्लांट के प्रधान/उपमहासर्वेक्षक" शब्दों के स्थान पर "निदेशक/उपमहासर्वेक्षक" शब्द रखे जाएंगे।
- (ii) "भाग-II सामान्य केन्द्रीय सेवा—समूह घ, भारतीय सर्वेक्षण" में, क्रम सं० 2 की प्रविष्टि के सामने स्तंभ 5 में, "सकिल/निदेशालय/शाखा/संस्थान/केन्द्र/प्लांट के प्रधान उपमहासर्वेक्षक" शब्दों के स्थान पर "निदेशक/उपमहासर्वेक्षक" शब्द रखे जाएंगे।

[सं० 23-5/82-एस एम पी]

आर० जी० मनसुखानी, डेस्क अधिकारी

DEPARTMENT OF SCIENCE AND TECHNOLOGY

ORDER

New Delhi, the 4th May, 1983

S.O. 2244.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification Control and Appeal) Rules 1965, the President hereby makes the following further amendments in the Order of the Government of India, Department of Science & Technology No. S. O. 1047 dated 24th February, 1976, namely :—

In the Schedule to the said order :—

- (i) In "Part-I General Central Service—Group C, Survey of India", against the entry at serial No. 2, in columns No. (2), (3) and (5), for the words, "Head of Circle/Directorate/Branch/Institute/Centre/Plant/Deputy Surveyor General" the words "Director/Deputy Surveyor General" shall be substituted;
- (ii) in "Part-II General Central Service—Group D, Survey of India", against the entry at serial No. 2, in column 5, for the words, "Head of Circle/Directorate/Branch/Institute/Central/Plant/Deputy Surveyor General", the words "Director/Deputy Surveyor General" shall be substituted.

[No. 23-5/82-SMP]

R. G. MANSUKHANI, Desk Officer

निर्माण और आवास मंत्रालय

नई दिल्ली, 5 मई, 1983

का० प्रा० 2245.—दिल्ली नगर निगम के पार्षद तथा क्षेत्र पार्षद (एल्डरमैन) के द्वारा:—

- (1) 14-3-83 को संकल्प संख्या 10 द्वारा श्री श्याम सुन्दर सोबती के स्थान पर श्री दीपचन्द शर्मा को दिल्ली विकास प्राधिकरण में निगम का प्रतिनिधि के रूप में चुनने पर
- (2) 14-3-83 के संकल्प संख्या संख्या 10 द्वारा श्री योगेन्द्र कुमार के स्थान पर ओ० पी० वाधवा को दिल्ली नगर निगम के प्रतिनिधि के रूप में चुनने पर

दिल्ली विकास अधिनियम, 1957 (1957 का 61 वां) की धारा 3 की उपधारा (3) के खण्ड (ड०) के साथ पठित उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार स्वास्थ्य मन्त्रालय की दिनांक 30 दिसम्बर, 1957 की अधिसूचना संख्या एफ०-12-173/57 एल० एस० जी० में निम्नलिखित और संशोधन करती है, नामतः:—

अधिसूचना में मव संख्या 5 और 6 में "श्री श्याम सुन्दर सोबती तथा श्री योगेन्द्र कुमार" के लिये निम्नलिखित हस्ताक्षर प्रतिस्थापित किया जाय, नामतः:—

"श्री दीपचन्द शर्मा तथा श्री ओ० पी० वाधवा"
[संख्या के०-11011/22/78-जी० डी०-I ए०/II की]

जे० ए० समद, उप सचिव

MINISTRY OF WORKS & HOUSING

New Delhi, the 5th May, 1983

S.O. 2245.—The Councillors and Aldermen of the Municipal Corporation of Delhi having :—

- (1) On the 14-3-83 by Resolution No. 10 elected Shri Deep Chand Sharma as representative of the Corporation on the Delhi Development Authority, in place of Shri Shyam Sunder Sobti.
- (2) On the 14-3-83 by Resolution No. 10 elected Shri O. P. Wadhwa as representative of the Municipal Corporation of Delhi in place of Shri Yoginder Kumar.

The Central Government in exercise of the powers conferred by Sub-section (1) read with clause (e) of Sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957) makes the following amendment in the Ministry of Health Notification No. F-12-173/57 LSG dated the 30th September, 1957, namely :—

In the Notification in item number 5 and 6 for the entry "Shri Shyam Sunder Sobti and Shri Yoginder Kumar" the following entry shall be substituted, namely :—
"Shri Deep Chand Sharma and Shri O. P. Wadhwa".

[No. K-11011/22/78-DDIA/IIB]

J. A. SAMAD, Dy. Secy.

संचार मंत्रालय

डक तार बोर्ड

नई दिल्ली, 10 मई, 1983

का० प्रा० 2246.—स्थायी आदेश संख्या 627 दिनांक 8 मार्च 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने बालापुर टेलीफोन केन्द्र में दिनांक 16-5-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-7/83-पीएचबी]

आर०सी० कटारिया, सहायक महानिदेशक (पी०एच०बी)

MINISTRY OF COMMUNICATIONS
(P & T Board)

New Delhi, the 10th May, 1983

S.O. 2246.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated the 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-5-1983 as the date on which the Measured Rate System will be introduced in Ballapur Telephone Exchange, Maharashtra Circlet.

[No. 5-7/83-PHB]

R. C. KATARIA, Assistant Director General (HHB)

भ्रम तथा पुनर्वास मंत्रालय

(पुनर्वास विभाग)

नई दिल्ली, 23 अप्रैल, 1983

का० प्रा० 2247.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा पुनर्वास विभाग के अन्तर्गत बन्दोबस्त विंग में निम्नलिखित सहायक बन्दोबस्त अधिकारियों को, उनके अपने कार्यभार के अतिरिक्त, उक्त अधिनियम के द्वारा अथवा उसके अधीन प्रबन्ध अधिकारियों को सौंपे गए कार्यों को निष्पादित करने के लिए तत्काल प्रभाव से प्रबन्ध अधिकारी के रूप में नियुक्त करती है:—

1. श्री एन० एच० समतानी।
2. श्री जे०एस० सहोता।

[सं० 1/7/वि.तै./83-एस० एस० 11 (क)]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 23rd April, 1983

S.O. 2247.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Govt. hereby appoints the following Assistant Settlement Officers in the Settlement Wing under the Department of Rehabilitation as Managing Officers in addition to their own duties for the purpose of performing the functions

assigned to such officers by or under the said Act with immediate effect:—

1. Shri N. H. Samtani.
2. Shri J. S. Sahota.

[No. 1(7)/Spl. Cell/83-SS. II(A)]

का० प्रा० 2248.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा पुनर्वास विभाग के अन्तर्गत बन्दोबस्त विंग में निम्नलिखित सहायक बन्दोबस्त अधिकारियों को, उनके अपने कार्यभार के अतिरिक्त, उक्त अधिनियम के द्वारा अथवा उसके अधीन सहायक अभिरक्षकों को सौंपे गए कार्यों का निष्पादन करने के लिए तत्काल प्रभाव से सहायक अभिरक्षक के रूप में नियुक्त करती है:—

1. श्री एन० एच० समतानी
2. श्री जे० एस० सहोता

[सं० 1(7)/वि०सै०/83-एस०एस० II(ख)]

महेन्द्रकुमार कंसल, अवसर सचिव

S.O. 2248.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints the following Assistant Settlement Officers in the Settlement Wing under the Department of Rehabilitation as Assistant Custodian in addition to their own duties for the purpose of performing the functions assigned to such officers by or under the said Act with immediate effect:—

1. Shri H. N. Samtani.
2. Shri J. S. Sahota.

[No. 1(7)/Spl. Cell/83-SS. II- (B)]

M. K. KANSAL, Under Secy.

(भ्रम विभाग)

नई दिल्ली, 27 अप्रैल, 1983

का० प्रा० 2249.—उत्प्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री टी० के० गोपालन, पासपोर्ट आफिसर, मद्रास को 16.4.83 से उत्प्रवासी संरक्षी, मद्रास के रूप में नियुक्ति करती है।

[टी-11017/1/83-इमिग्रेशन-II]

आर० के० दास, अवसर सचिव

(Department of Labour)

(Emigration Division)

New Delhi, the 27th April, 1983

S.O. 2249.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri T. K. Gopalan, Passport Officer, Madras, to be the Protector of Emigrants, Madras with effect from the forenoon of 16th April, 1983.

[No. T-11017/1/83-Emig. II]

R. K. DAS, Under Secy.

नई दिल्ली, 2 मई, 1983

का० आ० 2250.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री एस० जे० सिबल को मुख्य खान निरीक्षक के अधीन खान निरीक्षक के रूप में नियुक्त करती है।

[सं० ए-12025/2/81-खान-1]

जे० के० जैन, अवसर सचिव

New Delhi, the 2nd May, 1983

S.O. 2250.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri S. J. Sibal as Inspector of Mines subordinate to the Chief Inspector of Mines.

[F. No. A-12025/2/81M-I]

J. K. JAIN, Under Secy.

नई दिल्ली, 2 मई 1983

का० आ० 2251.—केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम की द्वितीय अनुसूची में निश्चित किसी मामले से सम्बन्धित औद्योगिक विवाद के न्याय-निर्णयन और उक्त अधिनियम के अधीन अन्य ऐसे कार्यों, जो उन्हें सौंपे जाएं, को करने के लिए श्रम न्यायालय गठित करती है जिसका मुख्यालय चण्डीगढ़ में होगा और उक्त न्यायालय के पीठासीन अधिकारी के रूप में श्री ईश्वर प्रकाश वशिष्ठ को 15 अप्रैल, 1983 से नियुक्त करती है।

[एस० 11020/2/83-डी-1 (ए) (i)]

New Delhi, the 2nd May, 1983

S.O. 2251.—In exercise of the powers conferred by sub-section (1) & (2) of Section 7 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes Labour Court with headquarters at Chandigarh for the adjudication of industrial disputes relating to any matter specified in the Second Schedule to the said Act and for performing such other functions as may be assigned to it under the said Act, and appoints Shri Ishwar Prakash Vasisth, as the Presiding Officer of that Court, with effect from the 15th April, 1983.

[No. S-11020(2)/83-D.I. (A)(i)]

का० आ० 2252.—केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 (क) की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसका मुख्यालय चण्डीगढ़ में होगा और उक्त अधिकरण के पीठासीन अधिकारी के रूप में श्री ईश्वर प्रकाश वशिष्ठ को, 15 अप्रैल, 1983 से नियुक्त करती है।

[एस-11020/2/83-डी-1 (ए) (ii)]

एस० एच० एस० अईय्यर, अवसर सचिव

S.O. 2252.—In exercise of the powers conferred by sub-section (1) and (2) of Section 7A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with headquarters at Chandigarh and appoints Shri Ishwar Prakash Vasisth as the Presiding Officer of that Tribunal, with effect from the 15th April, 1983.

[No. S-11020(2)/83-D.I. (A)(ii)]

S. H. S. IYER, Under Secy.

S.O. 2253.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Seetalpur Colliery of Messrs Eastern Coalfields Limited, Post Office Sunderchak, District Burdwan, (W.B.), and their workmen, which was received by the Central Government on the 27th April, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 74 of 1982

PARTIES :

Employers in relation to the management of Seetalpur Colliery of Eastern Coalfields Ltd.

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh,... Presiding Officer.

APPEARANCES :

On behalf of Employers.—Shri B. N. Iala, Advocate with Mr. D. P. Roy, Senior Personnel Officer.

On behalf of Workmen.—Mr. P. N. Ojha, Secretary of the Union.

STATE : West Bengal

INDUSTRY : Coal

AWARD

The following dispute was sent to this Tribunal for adjudication by the Government of India, Ministry of Labour, and Rehabilitation, Department of Labour by their Order No. L-19012(107)/82-D. IV(B) dated 1st December, 1982;

"Whether the action of the Agent, Seetalpur Colliery, Messrs Eastern Coalfields Limited, Post Office Sunderchak, District Burdwan (West Bengal), in discriminating in supply of fuel coal to Shri Mongal Gope and 40 others (list enclosed) is justified? If not, to what relief the workmen are entitled?"

Name of the Workmen.

1. Mongal Gope
2. Bijoy Prasad
3. Bhumeswar
4. Umesh Paswan
5. Bikram Harijan
6. Sena Bouri
7. Luba Bouri
8. Bijoy Shaw
9. Lakhpada Bouri
10. Ramasray Paswan
11. Ch. Ram Swarup
12. Some Majhi
13. Balwshwar

14. Biranchi
15. Dhaturi Turi
16. Rajendra Paswan
17. Sanchit Harijan
18. Pradeshi Chouhan
19. Ramdhari
20. Dinanath Rajak.
21. Prabhu Mahato
22. Tanik Paswan
23. Dasu Bouri
24. Shankar Bouri
25. Ramsbali
26. Netai Bouri
27. Ram Awatar
28. Krishna Paswan
29. Sarjoo Paswan
30. Binod Paswan
31. Br. Ram Swarup
32. Bhorik Bin
33. Arjun Paswan
34. Dhameshwar
35. Faudi Turi
36. Basanto Bauri
37. Muneshwar
38. Saudagar
39. Jibinder Paswan
40. Kumbha Karma
41. Raj Giri."

2. When the case was taken up for hearing, both parties filed a compromise petition and prayed for a no dispute award in terms of the said petition. I have gone through the compromise petition and I find it reasonable and for the benefit of the parties. I, therefore, accept the same and pass "a no dispute Award" in terms of the said compromise petition which will form part of this Award as Annexure "A".

Dated, Calcutta,
the 20th April, 1983.

M. P. SINGH, Presiding Officer

ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, CALCUTTA.

In the matter of Reference No. 74 of 1982.

PARTIES :

Employers in relation to the management of Seetalpur Colliery of Eastern Coalfields Ltd.

AND

Their workmen, represented by Colliery Workers Union (INTUC Board). The humble petition of both the parties aforesaid, most respectfully sheweth :

1. That the above matter is pending before the Hon'ble Tribunal and the matter has yet been heard.
2. That, in the meantime, the parties have discussed the instant matter mutually and the parties have agreed that there is no longer any dispute subsisting between the parties in the matter arising out of the present order of reference.
3. That both the parties, therefore, pray that a no-dispute Award may be passed by the Hon'ble Tribunal in the above matter.
4. That the joint petition has been made bona-fide and for ends of justice.

PRAYER

It is prayed the Hon'ble Tribunal may be graciously pleased to pass a no-dispute Award in the above matter and/or pass such other order/orders as it may deem fit and proper.

And for this act of kindness, both the parties, as in duty bound, shall ever pray.

Dated this the 15th day of May 1983,

Sd/-

For and on behalf of the workmen.

Sd/-

For and on behalf of the employers.

Sd/-

D. P. ROY, Sr. Personnel Officer,
[No. L-19012(107)/82-D. IV. B.]

New Delhi, the 3rd May, 1983

S.O. 2254.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Nagpur, in the industrial dispute between the employers in relation to management of Western Coalfields Limited, Temble Road, Nagpur and their workmen, which was received by the Central Government on the 26th April, 1973.

BEFORE SHRI A. W. PENDHARKAR, B. A.,
LL.B., CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT NAGPUR

Reference (CGT) No. 1 of 1982

Adjudication Between :

The Management of Headquarters

Chairman-cum-Managing Director's Officer,

W.C.L. Nagpur

Party No. 1

AND

Their Workmen.

Party No. 2

In the matter of reference under section 7A & Section 10(1)(d) of the Industrial Disputes Act, 1947

APPEARANCES :

Shri P. S. Nair, Advocate, for party No. 1, Shri H. W. Dhabe and Shri N. S. Bhattad, Advocates, for party No. 2.

AWARD

(Made on the 11th day of April, 1983)

This is a reference made by the Central Government under Section 7A and clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, under which the following dispute as per schedule is referred to this Tribunal for decision.

"Keeping in view the work/job performed by Civil Surveyors at Head Quarters of W. C. Ltd., Nagpur, whether the demand of S/Shri V. P. Mohare, S. S. Urkude, M. S. Godbole and S. G. Donde, Surveyors (C) Head Quarters for the scale of pay of Rs. 510-854 is justified? If so, what scale of pay should be prescribed for them."

2. In support of the reference, party no. 2 filed a statement of claim as under :

That the instant reference relates to the employees namely, S/Shri Moharey, Godbole, Urkude and Donode who are Surveyors (Civil) posted in the Head Office of Party No. 1. These employees are appointed in March,

1976 in the post and category of Surveyor (Civil) and are offered the pay scale of Rs. 378-614 with other allowances and benefits. In the employment of party No. 1 there are other employees who are posted in the category of Junior Surveyor (Civil) and a pay scale of Rs. 442-734 is applicable to them. There are also employees in the category of Assistant Surveyor (Civil) whose pay scale is Rs. 378-614. It is submitted that the Junior and Assistant Surveyors (Civil) are posted at collieries, whereas the employees for whom the instant reference is made are attached to the Head Office. Though there is no job description or work allocation existing, it is submitted that the nature of duties of the Surveyors (Civil) who are concerned in the instant reference are doing more responsible and skilled job as compared to the work done by the Assistant and Junior Surveyors (Civil). This will also be clear by the very designation given i.e. Assistant and Junior Surveyor. It is further submitted that the employees in the category of Junior and Assistant Surveyor are required to supervise the civil construction work, colony and road survey and its maintenance; whereas the work which is required to be done by the Surveyors (Civil), concerned in this reference, is to survey of coal Handling Plants and bore holes, contouring of open caste mines, preparation of plan, preparation and maintenance of records of Land Acquisition cases. Thus it will be clear that the work done by the employees concerned is more skilled, responsible and strenuous. All these employees also possess the necessary qualification for the post of Surveyor (Civil).

3. It is submitted that the Coal Wage Board of 1967 does not cover the category of Surveyor (Civil) or Junior or Assistant Surveyor (Civil). However, such a category of Surveyors (Civil) existed with N.C.D.C. and therefore, the matter of fixation of wage scales, for such Surveyor (Civil) with N.C.D.C. was considered by the N.C.D.C. i.e. National Coal Development Corporation Limited, Ranchi alongwith other categories which were left out from the Wage Board. For that purpose a Memorandum dated 17-8-68 and 14-1-68 was issued Chief Personnel Officer of N.C.D.C. covering such categories. The category of Surveyor (Civil) is covered at sr. no. 22 of annexure-I and accordingly for the category of Surveyor (Civil) revised wage board scale was fixed at Rs. 305-575. This scale of Surveyor (Civil) again came to be revised after N.C.W.A-I. The revision of the scale of Rs. 305-575 came to be re-fixed as Rs. 510-854. This fact of revision of the old pay scales by virtue of N.C.W.A-I would be seen in section IV under the head "Fitment of Monthly Rated Employees (Technical and Supervisory)". Thus, it is submitted that the Surveyor (Civil) are entitled for pay scale of Rs. 510-854 w.e.f. 1-1-1975, by virtue of N.C.W.A-I. It is, therefore, submitted that the employees concerned are entitled for the pay scale of Rs. 510-854. Confining them in the pay scale of Rs. 378-614 is neither legal nor justified nor proper. This is particularly because even a Junior Surveyor (Civil) is being given higher pay scale of Rs. 422-734. It is, therefore, submitted that the demand of S/Shri Mohare, Godbole Urkude and Donde in pay scale of Rs. 510-854 is justified. It is further submitted that the pay scale as demanded should be made applicable from the date of their appointment and party no. 1 may be directed to pay arrears from the date of their appointment.

4. Party no. 1 filed its written statement, opposing the reference as under :—

It is submitted by party no. 1 that the reference is bad in law on the ground that S/Shri S. S. Urkude, V. P. Mohare, M. S. Godbole and S. G. Donde are not working in Mine and are working in Head Office which is at Nagpur and which is not a mine as defined in the Mines Act. Therefore, the Central Government is not the appropriate Government to make the reference. Even otherwise they are working in Civil Department not in Mining Industry and the Central Govt. could not have made the reference.

5. On merits, it is submitted that the western Coalfields Ltd. issued certain notification of vacancies of Surveyors (Civil) to the Employment Exchange by their letter dated 31-1-1976. In response to the notification, the Employment sponsored certain persons. After interview the individuals

were offered appointment. The appointment order clearly specified terms and conditions, rate of pay etc. The employees concerned in this reference, after having read the appointment order gave the undertaking that they have read the contents of the letter and they accept the offer of appointment on the terms and conditions contained therein and undertake to abide by the same. The employees concerned, having accepted the job knowing fully well the terms and conditions laid down therein are estopped from challenging the same within such a short period. The fixation made by the management is fully justified on the basis of work/job performed by Civil Surveyors. Civil Surveyors cannot be compared with Surveyors in various coal mines. The post of Surveyor in the Coal Mine is statutory post with statutory duties. Merely because the name 'surveyor' is common, will not make their job equal or similar. It is further submitted that there is no change of circumstances after the appointment of the employees concerned, to constitute sufficient material for any change in the terms and conditions of service. Frequent changes in terms and conditions in service will create anarchy in the wage structure and is not in the interest of industrial peace. The wages that is being paid to the employees is more than adequate considering the wages paid to the employees similarly situated in the Area.

6. Later on both the parties filed rejoinders to the statement of claim and written statement, party No. 2 supporting the reference while party No. 1 opposing the reference.

7. Originally, the reference was pending before the Central Government Industrial Tribunal, Jabalpur, before whom one witness was examined on behalf of the party No. 2. Later on, the reference was transferred to this Tribunal for further hearing and decision. Before this Tribunal, party No. 2 examined one more witness and party No. 1 examined 2 witnesses. Heard Shri H. W. Dhabe, Advocate, for party No. 2 and Shri P. S. Nair, Advocate, for party No. 1.

8. Even though, in the written statement, a legal plea is raised challenging the jurisdiction of the Central Government to make the reference, no argument was advanced by either party on this point and hence, it is presumed that the parties do not challenge the jurisdiction of this Tribunal to hear and decide the reference made by the Central Government. Hence, the preliminary objection raised by the party No. 1 in the written statement, is over-ruled.

9. Under this reference, the demand of 4 employees viz. S/Shri V. P. Mohare, S. S. Urkude, M. S. Godbole and S. G. Donde is that they should be given pay scale of Rs. 510-854 which scale was given to Surveyors (Civil) by National Coal Development Corporation. This scale was said to be given to those Surveyors (Civil) with effect from 1-1-1975. Out of the 4 employees, party No. 2 examined Shri Vijay Mohare as one of the witnesses. He has stated in his evidence that he himself and 3 others were appointed on 19-5-1976 as per appointment order Exh. W-1. They were appointed as Surveyor (Civil) and were attached to Headquarter at Nagpur. Four others were appointed with them but they were posted outside Nagpur to the areas as Assistant Surveyors (Civil). In his evidence, Shri Vijay Mohare stated that their demand is that they should be absorbed in the same time scale of pay as was admissible to the Surveyors (Civil) in the N.C.D.C. Even prior to this reference, according to Shri Mohare, there was again revision of pay scales with effect from 1-1-1979 and the Surveyors (Civil) of N.C.D.C. were given pay scale of Rs. 640 to 1160. Hence, at the time of argument, it was even argued that even though the pay scale of Rs. 510-854 is claimed, as a matter of fact, the employees should be given pay scale of Rs. 640-1160. Admittedly, as per appointment order Exh. W-1, the appointment of the 4 employees in question, is in the pay scale of Rs. 378-614 with effect from initial appointment in March 1976. These employees were not directly selected by the management but they were sent through the Employment Exchange. Before their appointment, they were given certain conditions of appointment which they had accepted. In view of this appointment order, it was tried to be urged on behalf of the management that the employees cannot agitate about the pay scales because they had accepted the terms of appointment Shri Dhabe, the learned Advocate for the party No. 2, rightly pointed out that there cannot be any estoppel and it is open to the employees to raise a dispute about the pay

scale, even after accepting the appointment as per appointment order. I do not think that any authority is needed on this point. Hence, accepting the argument of Shri Dhabe, I find that the employees can raise a dispute as regards their pay scales, if they are not satisfied with the pay scales given to them.

10. It is the contention on behalf of party No. 2 that the employees for whom the reference is made are doing more responsible and skilled job as compared to the work done by the Assistant and Junior Surveyors (Civil), working in areas. Shri Vijay Mohare, who was examined on behalf of party No. 2, has not stated a word about his own duties and about the duties done by Assistant and Junior Surveyors (Civil) working in areas. Thus, there is no evidence on record to show that these 4 employees attached to Head Office are doing more responsible and honourous duty than the Assistant and Junior Surveyors (Civil) working in areas. On the contrary, witness No. 1 Sh. Rangaswamy Kupuswamy examined by party No. 1, has stated that the work done by the Surveyors (Civil) attached to Head Office and the work done by Junior and Assistant Surveyors (Civil) in areas is the same. This witness is a Superintending Engineer (Civil) working in W.C.L. with Headquarters at Nagpur and from his personal knowledge and experience he has stated about the work done by both. There is absolutely no reason to disbelieve his evidence on this point, when Shri Vijay Mohare has not himself stated anything about the work and duties done by Surveyors (Civil) attached to head office and Assistant and Junior Surveyors (Civil) working in areas. Thus, party No. 2 has not made out any case for more pay scale than the others i.e. their counter-part working in areas.

11. The next contention of party No. 2 is that there were posts of Surveyor (Civil) with N.C.D.C. and under the circular dated 14-11-1968 issued by the Chief Personnel Officer of N.C.D.C. their pay scales were revised at Rs. 305—575 : This scale was again subsequently revised to Rs. 310—854 with effect from 1-1-1975. On this basis, the present employees have also claimed the same pay scale of Rs. 510—854 on the analogy that they are working as Surveyors (Civil). There is no iota of evidence on record to show the qualification and the work and duties of Surveyors (Civil) in N.C.D.C. It is not the case of the party No. 2 that their work and the work of Surveyors (Civil) in N.C.D.C. is equal and both of them possess the same qualification. Hence, simply because both the employees are named as 'Surveyors (Civil)' it does not follow that their work and duty is the same and that they should be entitled to the same pay scale even though working with the different managements. Witness No. 2 Shri Syed Tamijuddin Syd. Sirajuddin examined on behalf of party No. 2 has admitted in his cross examination as under :

"It is true that Western Coal Fields is a separate registered Company. It is true that all the policy matters of W.C.L. are decided separately by the Board of Directors. WCL is a subsidiary of Coal India Ltd. Wage structure of different subsidiaries and Coal India as a whole is decided by Joint Bipartite Committee for Coal Industry and in this Committee representatives of different subsidiaries of coal India and Union participate. It is true that if an employee accepts appointment under certain terms and conditions, then he is bound by those terms and conditions. I am not aware of duties and responsibilities of M/s. V. P. Mohare, S. S. Urkude, M. S. Godbole, S. C. Donde. I do not possess entire circular issued by N.C.D.C. and W.C.L. I am not aware whether circular Exh. W-3 No. ID/IMP/monthly staff/68 dated 14-11-68 is subsequently cancelled and new circular issued."

Even employee Vijay Mohare admitted in his own evidence that the two agreements under which the pay scales were revised of Surveyors in N.C.D.C. were because of a bipartite agreement between the management and the representatives of the workers' union. Thus, this revision of pay scales of Surveyors (Civil) in N.C.D.C. was as per agreement and the present employees cannot get any advantage of that agreement as they are not parties to that agreement. On the other hand, witness No. 2 Shri Gourishankar

Choube, Deputy Personnel Manager (Establishment) examined by party No. 1 has stated—

"N.C.D.C. Rules are not binding on W.C.L. If there is any dispute between the management and the workers, then the dispute is referred to Standardisation Committee and the decision given by the Committee is binding on both the parties. The 4 persons who are sent to areas, have not raised any dispute regarding wages."

This evidence of Shri Choube has gone unchallenged and un rebutted. When the N.C.D.C. rules are not binding on W.C.L. and when the posts of Surveyors (Civil) in N.C.D.C. are not of equal rank and status as the posts of Surveyors (Civil) in W.C.L., I fail to understand as to how the present employees can get and claim any benefit with regard to the revision of pay scale of Surveyors (Civil) in N.C.D.C. and especially when their appointments are after 1975. Thus, there is nothing their appointments are Surveyors (Civil) in N.C.D.C. and the Surveyors (Civil) working at Headquarters in W.C.L. Their counter-parts are working in areas without claiming any benefit, as claimed by the present employees. From the whole evidence on record, the party No. 2 has not made out any case for revision of pay scales on par with Surveyors (Civil) in N.C.D.C. Hence, I find that the party No. 2 is not entitled to the pay scale of Rs. 510—854 as demanded or any other scale. The result therefore, would be that the reference has got to be rejected.

12. For the aforesaid reasons, the reference is rejected and the award is passed accordingly. Parties to bear their own costs as incurred.

Nagpur.

Dated : 11th April, 1983.

Sd/-

For Secretary,
Central Government Industrial
Tribunal, Nagpur.

A. W. PANDHARKAR, Presiding Officer,

[No. L-18012(17)/78-D.IV.B.]

S.O. 2255.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Khas Chhalbalpur Colliery, Jaykaynagar Sub Area, Post Office Rankganj, District Burdwan (W.B.) and their workmen, which was received by the Central Government on the 27th April, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

Reference No. 78 of 1979

PARTIES :

Employers in relation to the Management of Khas Chhalbalpur Colliery, Satgram Area, ECL.

AND

Their workmen

PRESENT :

Mr. Justice, M. P. Singh—Presiding Officer.

APPEARANCES :

On behalf of Employers.—Mr. P. L. Ojha, Sr. Personnel Officer.

On behalf of Workmen.—Mr. S. Roy, Advocate.

STATE : West Bengal

INDUSTRY : Coal

AWARD

The following dispute was sent to this Tribunal for adjudication by the Government of India, Ministry of Labour, by their Order No. L-19012(16)/79-D.IV(B), dated 24th November, 1979 :

"Whether the action of the management of Khas Chalbalpur Colliery, Jaykaynagar Sub-Area, Post Office Raniganj, Burdwan in striking off the name of Shri Munnar Shaw, Shale Picker from their rolls was justified. If not, to what relief is Shri Munnar Shaw entitled?"

2. When the case was taken up for hearing, both parties filed a compromise petition and prayed for an award in terms of the said petition. I have gone through the compromise petition and I find it reasonable and for the benefit of the parties, I, therefore, accept the same and pass "Award" in terms of the said compromise petition which will form part of this Award as Annexure "A".

Dated, Calcutta,

The 21st April, 1983.

M. P. SINGH, Presiding Officer

ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA.

Ref. No. 78 of 1979.

PARTIES :

Employers in relation to the Management of P. Khas.
Chalbalpur Colliery, Satgram Area, ECL.

AND

Their Workmen.

The humble petitioners most respectfully pray as under :—

That, the abovementioned Reference Case is fixed for hearing on 20-4-83.

That, the parties have mutually settled the said dispute on the following terms and conditions,

- (a) that, the person involved in the dispute namely, Munner Shaw, who was working as a Picking Mazdoor in the establishment of the aforesaid colliery under this Area and whose name has since been struck off from the roll of the said colliery on account of long absence from duty, will be reinstated in the same designation and the appropriate category of wages payable to his designation of Picking Mazdoor under Coal Wage Board will be admissible to him.
- (b) that, the period of his absence till the date of his resuming duties in terms of the present settlement will be treated as leave without pay.
- (c) that, neither the union (CPS-AITUC) representing his case nor the workmen concerned himself shall put up any claim for wages/allowances/any type of bonus etc. and also including any type of payment whatsoever for the said period of idleness/absence.
- (d) that, the workmen concerned will be entitled to wages etc. from the actual date of resuming his duties in terms of and in compliance with the present settlement.
- (e) that, the workmen concerned will be posted in his existing designation and category at Nimcha Unit of Nimcha (R) Colliery under this Area.
- (f) that, the present settlement resolves the dispute fully and finally and no point shall be raised in this connection by any of the parties concerned in future.

In the circumstances stated above, the parties most humbly pray jointly that the aforesaid terms of

settlement may kindly be admitted as part of the Award and disposal of the said Reference Case is prayed accordingly.

And for this kind act of yours, the parties shall ever pray.

Sd/-

(A. Maiti)
Genl. Secretary,
Colliery Maoodr Sabha (AITUC),
Asonsol, Burdwan.

Witness :—

Sd/-

1 (P. L. Ojha)
Sr. Personnel Officer,
Satgram Area, E.C.L.

Sd/-

2. (A. N. Peters)
Welfare Officer
Mithapur Colliery.
Office of the General Manager,
Satgram Area, ECL.
Dated, the 18th April, 1983.

Sd/-

Sd/-

(D. R. K. RAO)

Personnel Manager, Satgram Area
Eastern Coalfields Ltd.

[No. L-19012(16)/79-D.IV.B.]

S. S. PRASHER, Desk Officer

New Delhi, the 3rd May, 1983

S.O. 2256.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of Central Coalfields Limited, Post Office Barkakana N.T.S., District Hazaribagh and their workmen, which was received by the Central Government on the 26th April, 1983.

Before J. N. Simlote, Dy. Chief Labour Commissioner (C) and Arbitrator, appointed under Section 10-A of the Industrial Dispute Act, 1947, in reference between Central Coalfields Ltd., Barkakana and Rashtriya Colliery Mazdoor Sangh, regarding enquiry in the charges issued to Shri Deokaran Singh.

INDUSTRY : Coal

Dated, the 31st March, 1983

Name of the Parties :

Representing Employers :

General Manager,
Central Coalfields Ltd.,
P.O. Barkakana NTS
Distt. Hazaribagh.
Dy. Chief Personnel Manager
Central Coalfields Ltd.,
P.O. Barkakana NTS
Distt. Hazaribagh

Representing Workmen :

Shri Damodar Pandey,
Jt. General Secretary,
Rashtriya Colliery Mazdoor
Sangh, P.O. Ramgarh Cantt.
Distt. Hazaribagh
Secretary
Rashtriya Colliery Mazdoor
Sangh, Lapanga Branch,
P.O. Chordhara
Distt. Hazaribagh

APPEARANCES :

Shri A. D. Singh—Dy. Chief Personnel Manager (IR)

Shri Damodar Pandey

Jt. General Secretary

Rashtriya Colliery Mazdoor

Sangh.

Vide their order No. L-20013(4)/82-D.III(A) dated 3-8-1982, the then Ministry of Labour (now Ministry of Labour and Rehabilitation) published agreement dated 10-6-1982 between the parties about referring the dispute below for my arbitration :—

“Whether the allegation of the union that the natural course of justice has not been followed during the enquiry of the charge sheet issued to Shri Deokaran Singh, Driver of Lapanga Colliery and that the process of enquiry has been vitiated, is correct? In view of the above, whether the dismissal of Shri Deokaran Singh is justified? If not, to what relief the workman is entitled to?”

I was asked finally by the parties to give award by 31-3-1983. Parties were heard on 20-2-83, 21-2-83 and 23-3-83.

The case as presented by the Union is that Shri Deokaran Singh was initially appointed on 18-5-1964 as a piece-rated worker at Bhurkunda Colliery. He was eventually promoted as a Driver from 1-7-81 at Lapanga Colliery. There has been no complaint against his work or behaviour during the period of his service. He was issued with a charge sheet-cum-suspension by the Management vide letter No. CM/LPG/82/Disciplinary Action/38-49 dated 1-5-81 and he was placed under suspension with immediate effect. The Management did not hold any preliminary enquiry before issuing the charge sheet and that there was no prima facie case against Shri Deokaran Singh which warranted suspension. He submitted his reply to the Management vide his letter dated 4-5-82. The Management constituted a departmental enquiry vide office order No. CM/LPG/PR/Enquiry/82/55-61 dated 8th May, 1982 and appointed Shri R. K. Lal, Sr. Personnel Officer, Sounda Colliery as Enquiry Officer (E.O.) and Shri R. M. Sinha, Sr. Personnel Officer, Bhurkunda was appointed management representative (M/R) to conduct the case of management during enquiry. Shri Deokaran Singh fully participated in the enquiry. While the enquiry was going on Shri Deokaran Singh and his co-worker both demanded day to day proceedings of the enquiry which was agreed to be supplied by the Enquiry Officer as it will appear from page No. 6 of the enquiry proceedings.

It was on 27-5-82 that Shri Badri Singh (CW) requested the Enquiry Officer to supply him with day to day proceedings and also with a copy of the report of the preliminary enquiry if available in the file and if held. It was noticed that the preliminary Enquiry Report was not available in the file. On the other request of the co-worker it was agreed to supply a copy of the day to day proceedings (if possible?). While the enquiry was in progress on 29-5-82 at the close of the day (AW) and the co-worker (CW) of the accused workman both requested for fixing another date after 20-6-82 as the co-worker of the accused workman was to go outside for his union work. This was agreed to by the enquiry officer as well as by the management representative also for the reasons that they had committed to supply the day to day proceedings of the enquiry which had to be provided and it was a time taking job to prepare the same. Subsequently, the enquiry officer suddenly issued a letter No. SAM/PD/Enquiry/82/2531 dated 30/31-5-82 asking the workman to appear for enquiry again on 1-6-82. The fact was totally ignored by him that he had accepted the request of the workman to fix up the date of enquiry after 20-6-82 because of previous engagement of the co-worker of the accused workman.

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From the above, the Union took a view that the action of the enquiry officer simply points out that he was not independently holding enquiry but some authority was trying to manipulate the proceedings. Obviously it must be the higher authority of the management who might have forced his hand to do something against his will and normal procedure.

During the hearing the Union tried to clarify the position in regard to reply to the charge sheet etc. There are two letters of Shri Deokaran Singh dated 4-5-82 in the file—one at page 7 and another at page 4 to 6. According to the Union, the charge sheet's reply is that which is at page 7 and this reply has been ignored by the management. In the findings another reply viz. of page 4 to 6 has been used in spite of the accused worker clarifying that the same be not used. This was clarified as early as 21-5-82. But in his Enquiry Report mention has been made only of the letter at 4 to 6. It was also emphasised during the hearing that the finding of the Enquiry on page 45 is a different one than what he (Shri Badri Singh, Secretary, RCMS) saw that day. There were interpolations/after insertions in the proceedings at pages 41, 26, 25 and 37. Notice was intentionally given for hearing fixed for 1-6-82. This was issued only on 31-5-82.

Thus, according to the Union, the intention of the Management was to terminate the service of a single individual worker who remained a very loyal worker. Probably, his being more loyal caused bitterness in the Organisation. The charge sheet is not clear as it does not mention under what standing order it has been issued or the clause of the charge sheet. There was absolutely no necessity for the Management to go for the model (MSO). Perhaps according to the certified Standing Order the Management could not have trapped the worker. The Management was in hurry and desired to dismiss the person and it is revealed from the fact that they did not like a competent co-worker to defend him. They wanted to get rid of Shri Badri Singh from the process of enquiry. On 29-5-82 Shri Badri Singh has submitted that he is having some important business and requested that the next date may be fixed up after 20th June. There was no protest or even hint by the Management that the time will not be granted. Nobody even opposed his request. The word “if possible” at the end is an interpolation. When the Management saw that this is the right time to get rid of undesirable man (Shri Badri Singh as CW) according to them, they hurriedly issued a notice just on the subsequent day that the accused person must present himself knowing that he will be handicapped in the absence of his co-worker. When the worker (AW) made a written representation to the effect that he was illiterate and will be handicapped in absence of his co-worker, he was threatened that if he does not participate his case will be disposed of ex-parte. There was bad motive in this.

In this case, in great hurry, the Enquiry Officer did not care to examine the accused worker. The eye witness mentioned in the charge sheet has not been called to give his evidence and the Management witness who was called to substantiate the charge was declared hostile. Even cross-examination of Management witness was refused. No reasons were recorded as to why he was declared hostile. The M/R has not cross-examined his own witness to be declared hostile. All the Management's witnesses who were examined mentioned in their statement that nothing had happened except the complainant (Shri Banerjee) who made the statement for some reason or the other. No opportunity was made available to the worker to produce any witness and it is wrong to say that worker (AW) had no witness to produce. It is also very difficult to understand whether the authority who had issued the dismissal order was competent under the S.O. to issue such a letter.

To repeat—according to Union, the whole process of enquiry was vitiated. The worker was not allowed to cross-examine the witness declared hostile. He was not allowed to have the benefit of the co-worker. The formality of holding enquiry was completed in a most hurried manner, not following process of natural justice. Interpolations and overwriting were made only with a view to somehow justify his doings. The Enquiry Officer seems to have taken action not of his own but succumbed to the pressure from somewhere

The case of the Management is that on 1-5-82 at about 10.30 a.m. when Shri R. K. Banerjee, Executive Engineer (Exonv.), Lapanga Colliery was working in his office at the Excavation Section, Shri Deokaran Singh, the concerned workman attempted to put a garland of shoes in his neck and when he failed to do so, he threw the said garland to Shri Banerjee on his body and the garland of shoes hit him and fell down. At that time while leaving the place Shri Deokaran Singh used filthy and abusive language to Shri Banerjee. Further, Shri Deokaran Singh at the relevant time left his place of duty, even though he was detailed for duty. On receipt of the report he was charge sheeted vide letter dated 1-5-82 in regard to throwing of garland of shoes on Shri R. K. Banerjee (Executive Engineer), leaving the place of occurrence using filthy and abusive language against Shri Banerjee, leaving duty. That the misconduct as reflected in the aforesaid charges attracted the provisions of clause 17(c)(3), (p) and (r) of the relevant Standing Orders. In the absence of Certified Standing Orders (CSO), the Model Standing Order (MSO) are applicable to the establishment. The workman concerned submitted his explanation dt. 4-5-82 to the chargesheet. The explanation of the workman concerned to the chargesheet was considered by the authority who issued the chargesheet, i.e. the Colliery Manager. He found the explanation unsatisfactory and appointed Shri R. K. Lal, Sr. Personnel Officer, Saunda Colliery as Enquiry Officer. Thereafter by due notice to the concerned workman, the Enquiry Officer fixed the dates of Enquiry and held the enquiry on different dates. The workman concerned fully participated in the enquiry and also took the assistance of Shri Badri Singh, another employee of Central Coal Fields Ltd. who happens to be the Secretary of the Central Workshop Branch of Rashtriya Colliery Mazdoor Sangh, as co-worker. During the course of enquiry the Management examined the complainant Shri R. K. Banerjee and two other witnesses. One more workman Shri Jaidev Pd. Yadav who was also to be examined by the Management was not examined as he was considered to be hostile. The accused workman and his co-worker were given full opportunity to cross-examine the 3 witnesses of the Management. The workman concerned also examined one witness and made his own statement. He declared that he had no more witnesses to produce and the enquiry was then closed. During the course of domestic enquiry all possible opportunities were given to the workman concerned to defend himself and he availed of the opportunities fully. It is asserted that domestic enquiry was held in accordance with the principles of natural justice and that no grievance whatsoever about the enquiry was made either by the workman concerned or his co-worker who already stated, is one of the Branch Secretaries of the Sponsoring Union i.e. RCMS and who fully conversant with the procedure of domestic enquiries. In fact he functioned as a co-worker in the past in a very large number of disciplinary cases and is an adept in this respect.

On the basis of the enquiry held by him, the Enquiry Officer submitted his report containing his findings on 5-6-82. He held the workman guilty of all the charges framed against him. This report was duly examined by the Addl. CME, Bhurkunda and Lapanga Colliery who is also the Agent of both these Collieries. On a consideration of the proceedings of the enquiry, the evidence recorded and the findings of the Enquiry Officer, he accepted the said findings in toto and he came to the conclusion that Shri Deokaran Singh should be dismissed from service. The case thereafter was submitted to the General Manager, Barkakana Area of CCL, since Lapanga Colliery is one of the collieries in that area. The said General Manager is also the Chief Mining Engineer. He approved of the recommendations of the Addl. CME/Agent, Bhurkunda and Lapanga. Shri Deokaran Singh was dismissed from service w.e.f. 8th June 1982.

During the hearing Shri A. D. Singh, Dy. CPM (IR) on behalf of the Management clarified in regard to two replies to the chargesheet. The contention of the co-worker not to take note of one of the replies cannot restrict/prevent the E.O. not going through the papers before him. Their replies are contradictory to each other—the subsequent one is an after thought and concocted one and very correctly the E.O. has brought this fact while submitting his report. It is also baseless to say that the finding of the E.O. on page 45 is

different from that one the co-worker saw earlier. The allegation of interpolation/insertions have been defined. E.O. has recorded that which has been stated by the different witnesses correctly and in any case, he was charged as per the S.O. applicable in the Colliery. It is also completely wrong to say that the E.O. did not allow the A.W. to produce his witness. Shri D. K. Singh himself had confined in writing vide his letter dated 2-6-82 that he has got one R. B. Singh Dumper Operator as his witness who was examined. Both the parties produced their witnesses and the Enquiry was closed as no further evidence or papers were to be produced. Proceedings dated 2-6-82 are clear on this point. Further more the M.S.O. 17(ii) clearly envisages the status and function in dealing with disciplinary cases in respect of CME.

Shri Singh analysed that :

(i) A.W. was clearly informed of the charges in the charge sheet. In his two replies dated 4-5-82 on hearing of case before E.O., he has never said that charges were not informed and his (ii) witnesses were examined in which A.W. and C.W. fully participated and had cross-examined Management's witnesses. Full opportunity was afforded to produce the defence (AW's) witnesses. Conclusions of E.O. are based on records and evidence before him. It is also not necessary to have a preliminary enquiry before issuance of chargesheet.

Let us examine the points raised above.

The charge-sheet dated 1-5-82 mention specific instance furnishing necessary details of the misconduct. It tells the workers in brief that which has been alleged against him. On the whole, charges are not vague in essence and the A.W. had also not raised this issue in his reply (replies) dated 4-5-82. It is also not obligatory to have preliminary enquiry before issuance of charge sheet. The complainant had forwarded his complaint to the Sr. Mining Engineer, Lapanga Colliery on 1-5-82 and the charge-sheet was issued by the Colliery Manager on the same day—obviously probably after having additional information incorporated in the charge-sheet. In any case, holding a formal preliminary enquiry is not essential before issuance of the charge-sheet.

It is however, not clear as to how the charge-sheet has made reference to Model S.Os. If an establishment has no certified Standing Orders or Standing Orders are not applicable, the question of mentioning clauses of Standing Orders does not arise in the charge-sheet. But, if Standing Orders are applicable and any procedures has been laid down therein, one cannot ignore them as the Standing Orders are having a legal force. When law provides that something is to be done in a particular manner, it is not permissible to have that thing not done in that manner or to do a thing in another manner. If no Certified Standing Orders are in existence, Model Standing Orders apply. In the present case the position is not clear as to whether MSO are to apply or the CSO are to apply. Draft Standing Orders are to be submitted to the Certified officer within 6 months from the date Act becomes applicable to the establishment. The position is not clear as to whether the Certified Standing Orders are in existence and what are the provisions therein. There is a reason to believe that this Old Colliery may be having C.S. Orders and before issuance of charge-sheet on the same day the matter could have been enquired into. For misconduct of serious nature resulting in dismissal from service, it is fair to have a look in the exact S.O. applicable. There are CSO's laying down elaborate procedure to enquiries into charges of misconduct. If such an elaborate procedure is laid down and if the same is not followed the proceedings are liable to be quashed. The position is however, different if an elaborate procedure is not laid down as in the case of M.S.O. Shri D. Pandey, on behalf of the Union has created doubts by asserting that Lapanga Colliery has its own certified Standing Orders and there was absolutely no necessity for the Management to go for the M.S.O. Since the worker could not be trapped under C.S.O., the Management tried to trap this person elsewhere. There was hurry to dismiss the worker. In this connection we have to take note of the fact that even on the date of hearing it was not made clear in regard to applicability of C.S.O. to

the establishment by the Management. The benefit obviously goes to the A.W.

There are two replies for the charge-sheet dated 4-5-82. After examining the replies an Enquiry Officer was appointed on 8-5-82 to hold enquiry. The E.O. in his report has clarified that before ordering Enquiry A.W.'s reply dated 4-5-82 in 3 typed pages was considered. There is no mention of his reply dated 4-5-82 in one page and the A.W./C.W. raised this issue specifically on 21-5-82 when the E.O. showed the reply of charge-sheet to them. I do not give much importance to this minor difference. Both the replies are in the records and the E.O. has seen them.

Shri Badri Singh, Jr. Accountant in the C.W. Bankakana has been selected as a co-worker. On 12-5-82 a notice was issued to hold enquiry on 14-5-82 at 9.30 (i.e. after 2 days). The C.W. requested the E.O. on 13-5-82 to fix the hearing on a date after 20-5-82 as he would be away from station for urgent work. In the hearing dated 21-5-82 Shri Badri Singh was present. It was then fixed for 27-5-82 on which date also Shri Badri Singh was present. On this date a request was made by the C.W. to supply him with a copy of the day-to-day proceedings. The relevant operative part on this request is as under :—

On subsequent request of the co-worker of the A.W. it was agreed to supply a copy of the day to day proceedings if possible".

The contention of the Union is that the words 'if possible' have been inserted subsequently. There is a full stop after the word 'proceeding' and the ink is positively not the same as that in this page. There is no initial over it. It is difficult for me to comment on this allegation. On the said date Shri R. K. Banerjee was examined who mentioned of Shri D. Singh throwing of shoes garland, using slang language and leaving the place. Shri C. D. Singh, Dumper operator was present in his office. There is a reasonable expectation that the only eye-witness mentioned in this complaint (date 1-5-82) is produced as a witness.

On hearing adjourned for 29-5-82 C.W. was present Shri Narain Singh M.W.2 was examined. M.W.3 Shri J. P. Yadav gave his statement and after Q. No. 5 he was declared hostile. C.W. wanted to cross-examine Shri J. P. Yadav which was refused. The question is as to whether C.W. has a right to ask questions to a witness who has been declared hostile. There has been no cross-examination by the M/R after being declared hostile. Nothing has been adduced as to why he has been declared hostile. Whether there was bias in the E.O. in not allowing cross-examination under such circumstances requires vetting. The provisions of the Evidence Act are not applicable to Domestic Enquiries. The C.W. was at liberty to put him as his witness and ask questions to him. Since no reasons were given to declare him hostile, the E.O. should not have agreed to that and allowed the C.W. to cross-examine or in all fairness advised the C.W. to treat him as his witness. Before accepting the contention of treating a witness as a hostile, E.O. has to enquire the reasons. A witness tendered by the Management cannot be stopped from giving further evidence unless he is prima-facie satisfied that he is not speaking the truth and denial of asking questions by C.W. is not in the interest of enquiry. There was no ground to refuse xxx examination by C.W.—particularly when M/R did not xxx examine witness challenging that he was not speaking the truth. E.O. too did not ask any questions. There is thus force in the contention that E.O. had not given fair opportunity to question this witness tendered by M/R.

Thereafter the C.W. requested on 29-5-82 that the next date be fixed after 20-6-82, if possible. (there is allegation of the insertion of the word 'if possible' afterwards). On 30-5-82 a memo was drafted and issued on 31-5-82 to hold next sitting on 1-6-82. Both the parties were asked to appear before the E.O. with their witnesses and documents and if any party failed to appear, the case will be tried on Ex-parte and disposed of accordingly. Both the parties were asked to produce witness and documents inspite of the fact that M/R had on 29-5-82 stated that he has no more witness to produce. It is obviously not clear as to why M/R was also asked to and/or afforded further opportunity

to bring witness when he had categorically stated not to produce any more witness. The contingency of affording additional opportunity to the M/R to produce additional documents also does not arise. There is an application by Shri Deokaran Singh (undated) requesting to fix another date as "my co-worker Shri B. Singh is out of station and the time fixed by you is not proper at list (at least) 48 hours notice be served to the employer is (in) conducting enquiry". In his letter dated 2-6-82 he had clarified that as "I am insisted by you to attend the date of enquiry within short notice, I therefore authorise Shri B. S. Gandhi—to act as co-worker". The word 'insisted' has to be noticed. The sequence shows, that the E.O. was acting in hurry. Notices issued to M/R to bring witness and documents (obviously additional ones), no decision on request dated 29-5-82, A.W. to be ready on 1-6-82 with new C.W., evidence and documents and insisting on ex-parte smacks in element of bias unfairness or what the Union emphasise instructions from some where else. I do not want to comment on the allegation of interpolation of the words "to which Shri Singh is agreed" in a note dated 1-6-82 written at 3.00 p.m. But the facts remain that it was postponed from 1-6-82 to 2-6-82. A reasonable time is a must for such purposes in the interest of affording a reasonable opportunity to the worker.

On 2-6-82 after evidence of A.W. it has been specifically written that parties have no more evidence to produce and that the enquiry could be closed. The enquiry was concluded accordingly. Thus, it is incorrect to state that A.W. was not allowed to tender additional witness.

I have already stated above that I do not intend to go in the allegations of interpolations at certain places as I am no an handwriting expert. But we cannot ignore the fact that on 29-5-82 no decision was taken to fix another date. There was no refusal on the request to hold it after 20-6-82. Only on the next day a decision is taken to hold proceeding on 1-6-82—letter being issued on 31-5-82. And on that day he had to bring his witness. This obviously unfair.

Thus, there is no escape from the conclusion that the process of enquiry has been vitiated by factors detailed and discussed supra. The allegations of the Union have been found to be correct. When the enquiry remains vitiated action taken thereon remains inoperative and thus dismissal of Shri Deokaran Singh remains incorrect. The last issue in reference is "if not to what relief the workman is entitled to". The first issue in reference has been decided in affirmative and so the second issue in reference. The contingency of giving Award on the third issue therefore, does not arise.

I award accordingly.

This Award is given on 31st of March, 1983.

J. N. SIMLOTE,

[No. L20013(4)/82-D.IV(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 3rd May, 1983

S.O. 2257.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Chartered Bank, Kanpur, and their workmen, which was received by the Central Government on the 27th April, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 125 of 1980

In the matter of disputes between

Shri Gopalji Sinha through U.P. Bank Employees Union,
Kanpur,

AND

Chartered Bank, Kanpur.

PRESENT.

Shri S. S. Sethi—for the Management of the Chartered Bank.

Workman in person

AWARD

The Central Government, Ministry of Labour, on 11th November, 1980, vide Order No L-12011(1)/79-D II(A), made the reference of the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Chartered Bank, Kanpur in superseding and denying promotion to Shri Gopalji Sinha to the post of staff officer is justified? If not, to what relief is the workman concerned entitled?”

2 Today, the Management filed an application that the U.P. Bank Employees' Union, Kanpur did not desire to pursue the reference before this Tribunal and requested that a 'No Dispute Award' may be made in the matter and the workman, Mr Gopalji Sinha, present in court accepted that position and requested the Tribunal not to proceed with the dispute referred to the Tribunal and requested that a 'No Dispute Award' may be made in view of the settlement between the Management and the U.P. Bank Employees' Union, Kanpur

3 In view of the settlement between the parties and the request of the workman concerned, further adjudication is unnecessary and is given up and accordingly, a 'No Dispute Award' is made

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end

14th April, 1983

O. P. SINGLA, Presiding Officer
[No L-12011(1)/79-D II(A)]

S.O. 2258.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Grindlays Bank, New Delhi and their workmen which was received by the Central Government on the 27th April, 1983

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No 111 of 1977

In the matter of disputes between :

Workmen through National and Grindlays Bank Employees' Union, Delhi

AND

Grindlays Bank Limited, Northern Region, New Delhi

PRESENT :

Shri G. K. Sharma—for the Workmen.

Shri S. S. Sethi—for the Management.

AWARD

The Central Government, Ministry of Labour, on 2-6-1976 made the reference No L-12011(5)/76-D IIA of the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of the Grindlays Bank Limited, New Delhi and Gandhi Bazar, Amritsar, in discontinuing the system of the grant of half a day's casual leave with effect from the 30th July, 1975 to their workmen is justified? If not, to what relief are the said workmen entitled?”

2 The National & Grindlays Bank Employees Union, New Delhi submitted the Statement of Claims on 21st September, 1976. They referred to “Shastri Award” of 1952 in operation since 1-4-1954 fixing casual leave upto 12 days in each calendar

year. The Union pointed out that there was no legal prohibition a day to the casual leave being availed in instalments of half of the 'Desai Award' more or less confirmed the provision earlier on the point

3. The plea raised by the Union is that in appreciation of difficulties of the employees to meet special or unforeseen circumstances, the Union and the Management agreed that whenever and wherever, the employee desires half a day's casual leave would be granted and this was introduced in 1967 in Chandni Chowk and Connaught Circus Branches of the Bank in Delhi. This practice of allowing half day's casual leave and not insisting on full day casual leave was withdrawn by the Management by Office Notice dated 30th July, 1975. The Union's case is that this withdrawal was illegal, imperpetrative and mala fide. The concession is said to have become customary and an implied condition of service which could not be withdrawn by the Management unilaterally. The Union requested the Tribunal to order the Management to set aside the said Office Notice of 30th July, 1975 and to continue the system of grant of half a day's casual leave and to issue necessary directions to give effect to Tribunal's grant of relief in the matter

4 The Management of National & Grindlays Bank took preliminary objection that the dispute had not been validly espoused by the Union and the reference was, therefore, not maintainable

5. On the merits of the reference, it was pleaded that the employees in the Bank were such that it was not possible to endear year and a day did not mean a part of a day when no prohibition was specified in the 'Shastri Award'. Casual leave for part of the day was not permitted or made obligatory under the award. There was no agreement between the Union and the Management for grant of casual leave for half a day. The employees were said to be not entitled to half day's leave neither under the 'Shastri Award' or under the 'Desai Award'. It is only in some Branches, where the Branch Manager did grant half a day's casual leave in advance. That was a concession to the concerned employee, but did not confer any right and the accrual of any right to the employee to ask for half a day's casual leave was denied. The concession in individual cases did not amount to any practice and could not be claimed as a matter of right

6 The Bank Management asserted that the duties of the employees in the Bank were such that it was not possible to grant half a day's casual leave without dislocation of work because in a large number of seats the employees were required to attend to customers in normal working hours and thereafter, the employees were reconcile the accounts on the same day, which took nearly two hours. The system of half a day's casual leave meant that both these matters could not be done by an employee on the same day. It will either mean that the employee will not reconcile the account, or that he will not be available during the banking hours to the customers. It was further indicated that when an employee applied for half day's casual leave, it was difficult for the Management to employ another employee to work in his place for half a day and then to revert to his original job for the remaining half. If this was done, it disrupted efficient functioning of the Bank

7 It was also pleaded by the Management of the Bank that such concession was given only in a few branches and not in all the Branches, which by itself would show that it was not consistent or uniform practice and legality and propriety of the Management notice objected by the workmen was asserted

8 The following issues were framed on 14-12-1976 :—

1 Whether the dispute has been validly and properly espoused?

2 As in the term of reference?

The evidence by the parties has been led and I have heard the representatives of the parties

9. Shri S. P. Khanna, General Secretary of National & Grindlays Bank Employees Union proved the minute book of the Union, copy Ex. W.1, which shows proceedings of the Union and the espousal of the case was approved by the employees' Union. There is no flaw in the espousal of this case by the representative of the employees' Union. The objection to the maintainability of the reference by the Management is clearly untenable and is rejected.

10. The matter in issue before this Tribunal was also in issue before the Industrial Tribunal, Madras in Industrial Dispute No. 1 of 1976, between the National and Grindlays Bank Employees' Union and the Regional Manager, Grindlays Bank Limited, Madras. Thiru T. N. Singaravelu, Presiding Officer of Industrial Tribunal, Madras, on 9th February, 1977, rejected the claim of the Union and held that the system of half-day's casual leave was not a condition of service and its discontinuance did not result in prejudice to the workman. It was said that the working-hours or the number of days of casual leave remained the same, and, therefore, Section 9A of the Industrial Disputes Act, 1947 did not apply to the matter in issue.

11. The Industrial Tribunal specifically pointed out that the system of half-days casual leave was invague only in 3 of the 56 branches in the country, and if the Bank Management sought uniformity by withdrawing this concession, no objection could be taken, because by such action uniformity was rightly sought to be achieved by the Management.

12. I see absolutely no reason to disagree with the decision of the Industrial Tribunal, Madras, and, for the same reasons, hold that the withdrawal of the concession of half-day's casual leave on a day in two Branches of the Bank at Delhi is justified. The other eight Branches of the Bank in Delhi never had such a concession to the employees working there, and the 53 branches of the Bank, other than the Branches at Chandni Chowk and Connaught Circus, also did not have the practice of half-day's casual leave.

13. Moreover the action of the Management is not whimsical. The experiment of grant of half day's casual leave in Chandni Chowk and Connaught Circus Branches meant difficulties for the Management of the Bank and the difficulties are genuine. The Management had the right to withdraw the concession introduced as a matter of experiment in the Branches at Connaught Circus and Chandni Chowk. If the experiment would have proved a success, it might have been extended to other Branches of the Bank in Delhi and other cities.

14. In any case, the employees Union should have no grievance when action is taken to bring uniformity in the manner of casual leave being availed of among all the employees of the Bank in all the 56 Branches. The workmen concerned are not entitled to any relief and the action of the Management is both legal and justified. However, there will be no order as to costs.

15. The award is made in the terms aforesaid.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

14th April, 1983.

Sd/-

O. P. SINGLA, Presiding Officer.
[No. L-12011/5/76-D.II(A)]

S.O. 2259.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to Allahabad Bank, Lucknow and their workmen, which was received by the Central Government on the 27th April, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:
NEW DELHI

I. D. No. 87 of 1978

In the matter of disputes between :

Shri A. K. Kapoor Part-time Pass Book Writer, Lucknow.

AND

Allahabad Bank Hazarat Ganj, Lucknow

PRESENT :

Shri O. P. Nigam—for the Workman.

Shri M. K. Verma and Shri K. P. Srivastva—for the Management

AWARD

The Central Government, Ministry of Labour, vide order No. L-12011/69/78-D. II.A. dated 18th/21st October, 1978 made the reference of the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of Allahabad Bank, Lucknow in terminating the services of Shri A. K. Kapoor, Part-time Pass Book Writer, Lucknow Branch of the Bank w.e.f. 14-2-1976 is legal and justified? If not, to what relief is the workman entitled?"

Today, the workman represented by Shri O. P. Nigam, stated that the workman, Shri A. K. Kapoor, has already been absorbed in the permanent employment of the Bank and he does not press the claim of the workman in the instant case.

In view of the above statement, the dispute does not survive for adjudication in the instant case.

Accordingly, a 'No Dispute' award is made.

Further ordered that the requisite number of copies of this Award be forwarded to the Central Government for necessary action at their end.

12th April, 1983.

O. P. SINGLA, Presiding Officer
[No. L-12011/69/78-D. II A]

S.O.2260.—In pursuance of section 17 of the industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Allahabad Bank, Lucknow, and their workmen, which was received by the Central Government on the 27th April, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:
NEW DELHI

I.D. No. 37 of 1981

In the matter of disputes between :

Shri Sri Krishan Singh Temporary Peon, Allahabad Bank, Kanpur.

AND

Allahabad Bank, Kanpur, U.P.

PRESENT :

Shri M. K. Verma and Shri R. P. Srivastva—for the Management.

None for the Workman.

AWARD

The Central Government, Ministry of Labour, vide Order No L-12012(107)/80-D.II(A), dated 20th March, 1981 made the reference of the following dispute to this Tribunal for adjudication:—

Whether the action of the management of Allahabad Bank, Lucknow in not absorbing Shri Sri Krishan Singh, temporary peon in this Bank service and terminating his services with effect from 14-12-1979 is justified? If not, to what relief is the workman concerned entitled?"

Today, the Management filed a copy of settlement arrived at between the All India Allahabad Bank Employees' Co-ordination Committee and Allahabad Bank on 13-5-1982 under which Shri Kishan Singh has been absorbed in the permanent employment of the Bank w.e.f. 13-11-1982 and the workman agreed not to press his claim in the instant case.

In view of the settlement reached between the parties and the permanent absorption of workman, Shri Sri Krishan Singh, in the employment of the Bank, the dispute does not survive for adjudication and the workman, Shri Sri Kishan Singh, has already received the benefit that he claimed in this case.

Accordingly, a 'No dispute' award is made.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

12th April, 1983.

O. P. SINGLA, Presiding Officer.

[No. L-12012(107)/80-D. II.A.]

S.O. 226.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank, Kanpur and their workmen, which was received by the Central Government on the 27th April 1983.

**BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:
NEW DELHI**

I. D. No. 98 of 1981

In the matter of disputes between

Shri Shiv Bahadur Singh Allahabad Bank, Mall Road,
Kanpur.

AND

Allahabad Bank, Kanpur.

PRESENT:

Shri M. L. Pal—for the Management.
None—for the workman.

AWARD

The Central Government, Ministry of Labour, on 21st July, 1981, vide Order No. L-12012/179/80-D. II.A., made the reference of the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of the Allahabad Bank, Mall Road, Kanpur in terminating the services of Shri Shiv Bahadur Singh with effect from 26-2-80 is justified? If not, to what relief is the workman concerned entitled?"

2. Today, the Management filed a settlement between the parties under which the workman, Shri Shiv Bahadur Singh, had been absorbed in the permanent employment of the Bank w.e.f. 13-11-1982 and the workman did not press his claim in the instant case.

3. In view of the permanent absorption of the workman, Shri Shiv Bahadur Singh, in the employment of the Allahabad Bank w.e.f. 13-11-1982, the dispute referred to this Tribunal does not survive for adjudication. Accordingly, a 'No Dispute Award' is made.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action, at their end.

15th April, 1983.

O. P. SINGLA, Presiding Officer.

[No. L-12012/179/80-D.II.A]

S.O. 2262.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 27th April 1983.

**BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :**

NEW DELHI

I.D. No. 110 of 1981

In the matter of disputes between :

Shri Shimbhu Dayal Clerk-cum-Cashier, Ferozabad
Branch, State Bank of India,

AND

State Bank of India.

PRESENT :

Shri G. C. Jain—for the Management.
Shri P. P. Trikha—for the workman.

AWARD

The Central Government, Ministry of Labour, on 1st August, 1981, vide Order No. L-12012/283/80-D. II.A., made the reference of the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of State Bank of India in transferring Shri Shimbhu Dayal, Clerk-cum-Cashier, from Ferozabad Branch to Kosi Kalan Branch, is justified? If not, to what relief is the workman concerned entitled?"

2. Today, Shri P. P. Trikha, appearing for the workman, indicated that the matter in issue had been settled amicably between the Management and the Union of the Employees and the transfer of Shri Shimbhu Dayal, Clerk-cum-Cashier from Ferozabad Branch to Kosi Kalan Branch was no longer a matter to be adjudicated further by the Tribunal. They requested that a 'no dispute award' may be made in the instant case.

3. In the view of the settlement between the parties, there is no necessity for adjudication of the dispute referred to this Tribunal by the Central Government. Accordingly, a 'No Dispute Award' is made.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

18th April, 1983.

O. P. SINGLA, Presiding Officer.

[No. L-12012/283/80-D.II.A]

S.O. 2263.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank, Kanpur and their workmen, which was received by the Central Government on the 27th April, 1983

**BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:
NEW DELHI**

I.D. No. 133 of 1981

In the matter of disputes between:

Shri Sadan Kumar, Temporary Sub-Staff, Allahabad
Bank, Kanpur.

AND

Allahabad Bank, Kanpur

PRESENT :

Shri M. K. Verma and Shri R. P. Srivastava, for the
Management

None for the Workman.

AWARD

The Central Government, Ministry of Labour, vide Order No. L-12012/284/80-D. II(A) dated 31st August, 1981 made the reference of the following dispute to this Tribunal for adjudication:—

“Whether the action of the management of Allahabad Bank in relation to their C.O. Branch, Kanpur in not making permanent Shri Sadan Kumar, temporary sub-staff is justified? If not, to what relief is the workman concerned entitled?”

Today, the Management filed a copy of settlement arrived at between the All India Allahabad Bank Employees' Co-ordination Committee and Allahabad Bank on 13-5-1982. In terms of that settlement, the workman, Shri Sadan Kumar, was absorbed in permanent employment of the Bank w.e.f. 13-11-1982 and the workman agreed not to press his claim in the instant case. That is the reason why the workman is absent today.

In view of the settlement between the parties and the absorption of Shri Sadan Kumar in permanent employment of the Bank, the dispute does not survive for adjudication and the workman, Sadan Kumar, has already received the benefit that he claimed in this case.

Accordingly, a 'No Dispute' award is made.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

12th April, 1983.

O. P. SINGLA, Presiding Officer.

[No. L-12012/284/80-D.II.A.]

S.O. 2264.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby published the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Allahabad Bank, Kanpur, and their workmen, which was received by the Central Govt on the 27th April, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL:
NEW DELHI

I.D. No. 109 of 1981

In the matter of disputes between:

Shri Pankhi Lal Khushwaha Temporary Peon-cum-Farash,
Allahabad Bank, Kanpur.

AND

Allahabad Bank, Kanpur

PRESENT :

Mr. M. L. Pal—for the Management.
None—for the workman.

AWARD

The Central Government, Ministry of Labour, on 30th July, 1981, vide Order No. L-12012/285/80-D.II.A, made the reference of the following dispute to this Tribunal for adjudication:—

“Whether the action of the management of Allahabad Bank, Kanpur in not appointing in regular service Shri Pankhi Lal Khushwaha, Temporary, Peon-cum-Farash is justified? If not, to what relief is the workman entitled to?”

2. Today, the Management filed a settlement between the Management of the Allahabad Bank, Kanpur and the U.P. Bank Employees' Union, Kanpur, under which the workman, Shri Pankhi Lal Khushwaha had been permanently absorbed in the employment of the Bank w.e.f. 23-9-1982 and the workman

requested that a 'No Dispute Award' be made in the instant case.

3. In view of the permanent absorption of the employee, Shri Pankhi Lal Khushwaha in the employment of Allahabad Bank w.e.f. 23-9-1982, the dispute referred to this Tribunal does not survive for adjudication.

Accordingly, 'No Dispute Award' is made.

Further ordered that the requisite number of copies of this award be forwarded to the Central Government for necessary action at their end.

15th April, 1983.

O. P. SINGLA, Presiding Officer

[No. L-12012(285)/80-D.II.A.]

N. K. VERMA, Desk Officer.

नई दिल्ली, 4 मई, 1983

का० आ० 2265.—केन्द्रीय सरकार का यह प्रतीत होता है कि मैसर्स जे० जे० ओटोमोटिव लिमिटेड, 25 बी, पार्क स्ट्रीट, कलकत्ता-700016 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उद्बन्ध अधिनियम, 1952 (1952 का 19) के उद्बन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उद्बन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017/28/83-पी०एफ० 2]

New Delhi, the 4th May, 1983

S.O. 2265.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs J.J. Automotive Ltd. 25-B, Park Street, Calcutta-700016, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment;

[No. S-35017(28)/83-PF.II]

का० आ० 2266.—केन्द्रीय सरकार का यह प्रतीत होता है कि मैसर्स शिवा इंजिनियरिंग वर्क्स प्राइवेट लिमिटेड, 194/1/5, जी० टी० रोड, साल्किहा, हावड़ा तथा इसका मुख्य कार्यालय, 2 इंडिया एक्सचेंज प्लेस, कलकत्ता-700001 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उद्बन्ध अधिनियम, 1952 (1952 का 19) के उद्बन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।
[सं. एस-35017/29/83-पी० एफ० 2]

S.O.2266.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shiva Engineering Works Private Limited, 194/1/5, G.T. Road, Salkia, Howrah including its Head Office at 2, India Exchange Place, Calcutta-700001, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Govt. hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(29)/83-PF. II]

का० आ० 2267.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स के० डी० इन्टरप्राइज, 82-ए० शम्भूनाथ पंडित स्ट्रीट, कलकत्ता-20 तथा इसका वेयरहाउस, एफ-2, स्ट्रान्ड वेयरहाउस (पहली मंजिल) कलकत्ता पोर्ट ट्रस्ट, 15, स्ट्रान्ड रोड, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/30/83-पी० एफ० 2]

S.O.2267.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs K.D. Enterprise, 82-A, Shambhunath Pandit Street, Calcutta-700020 including its Warehouse 'F2, Strand Warehouse, (1st Floor) Calcutta Port Trust, 15, Strand Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(30)/83-PF. II]

का० आ० 2268.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ओटोपैक इन्टरनेशनल, 6 जवाहरलाल नेहरू रोड, कलकत्ता-700013, तथा इसकी शाखा, वच्चुबाई बिल्डिंग, 187, डा० डी० एन० रोड, बम्बई-400023

नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/31/83-पी० एफ० 2]

S.O. 2268.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Autopac, International, 6, Jawaharlal Nehru Road, Calcutta-700013 including its branch at Bachubai Building, 187, Dr. D. N. Road Bombay-400023, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(31)/83-P.F.II]

का० आ० 2269.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लक्ष्मी कास्मेटिक्स, 6, छातावाला गली, कलकत्ता-700012 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/32/83-पी० एफ० 2]

S.O.2269.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs Luxmi Cosmetics, 6, Chhatawala Gali, Calcutta-12, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(32)/83-P.F.II]

का० आ० 2270.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ट्रेड रिप्रेजेंटेशन आफ वी.यू.एस.एस.आर. इन इंडिया (कलकत्ता ब्रांच) 7, आलीपुर एवेन्यू, कलकत्ता-700027 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की

बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35017/35/83-पी.एफ.2]

S.O. 2270.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Trade Representation of the USSR in India (Calcutta Branch), 7, Alipore Avenue, Calcutta-700027, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(35)/83-P.F.II]

कां.प्रा. 2271.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वोल्गा इंजिनियरिंग कम्पनी प्राईवेट लिमिटेड 19, प्रिन्स अनवर शाह रोड, कलकत्ता-700033 तथा इसका पंजीकृत कार्यालय 75-सी, पार्क स्ट्रीट, छटी मंजिल, ब्लाक-ई, कलकत्ता-16 तथा धनबाद कार्यालय सीता निवास, टेलीफोन ऐक्सचेंज रोड, पी. ओ. धनबाद बिहार नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/36/83-पी.एफ. 2]

S.O. 2271.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Volga Engineering Company Private Limited, 19, Prince Anwar Shah Road, Calcutta-700033 including its Registered Office at 75-C, Park Street, 6th Floor, Block-E, Calcutta-16 and the Dhanbad, Office at Sitaniwas Telephone Exchange Road, P.O. Dhanbad, Bihar, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No S-35017(36)/83-PF.II]

कां.प्रा. 2272.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आण्टो मार्किटिंग कम्पनी प्राईवेट लिमिटेड, 627/1, डायमंड हरबोर रोड कलकत्ता-700034 8, कैमक स्ट्रीट, शान्ति निकेतन, चतुर्थ तल, कमरा नं. 2, कलकत्ता-700017 स्थित उनके पंजीकृत कार्यालय सहित नामक

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स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35017/38/83-पी.एफ. 2]

S.O. 2272.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Opto Marketing Company (Private) Limited, 627/1, Diamond Harbour Road, Calcutta-700034 including Registered Office at 8, Camac Street Shanti Niketan, 4th Floor, Room No. 2, Calcutta-700017, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(38)/83-PF.II]

कां.प्रा. 2273.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्युरलिया स्टील लिमिटेड, 135 बिपलाबी रास बिहारी रोड कलकत्ता-700001 और फैक्ट्री मीजा-सिमूलिया डिस्ट्रिक्ट प्युरलिया वेस्ट बंगाल नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35017/39/83-पी.एफ. 2]

S. O. 2273.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Purulia Steels Limited, 135, Biplabi Rash Behari Basu Road, Calcutta-700001 including its factory at Mouza, Simulia, P.O. Ketika, District, Purulia-723102, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(39)/83-PF.III]

कां.प्रा. 2274.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जनरल इण्डस्ट्रीस, गाला नं. 21 यूनीवरसल इण्डस्ट्रीयल स्टेट, आई. बी. पटेल रोड गोरेगांव (ईस्ट) बम्बई-400063 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम,

1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35018/18/83-पी.एफ. 2]

S.O.2274.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs General Industries, Gala No. 21, Universal Industrial Estate, I. B. Patel Road, Goregaon (East), Bombay-400063, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(18)/83-P.F.II]

का०प्रा० 2275.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कांस्तिलाल इण्डस्ट्रीज, प्लॉट नं. 221 क्वार्टर स्ट्रीट रोड रोड, दाखाना, बम्बई-400010 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35018/19/83-पी.एफ. 2]

S.O.2275.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs Kantilal Industries, Plot No. 221, Quay Street, Reay Road, Darukhana, Bombay-400010, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(19)/83-PF.II]

का०प्रा० 2276.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बी.एच.एम.गेज सेल्स कारपोरेशन 401, जोली भवन नं. 2-7 न्यू मेरीन लाइन्स, बम्बई-20 तथा इसका कार्यालय 33/1/2, नगर रोड पुणे-411014 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35018/20/83-पी.एफ. 2]

S.O.2276.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs BHM Gage Sales Corporation, 401, Jolly Bhavan, No. 2-7, New Marine Lines, Bombay-20 including its office at 33/1/2, Nagar Road, Pune-411004, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-25018(20)/83-PF. II]

का०प्रा० 2277.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रागरेसीव ट्रेडिंग कम्पनी, भगवान भवन, पहली मंजिल, 19/6198 सम्यूल स्ट्रीट, बम्बई-400009 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35018/21/83-पी.एफ. 2]

S.O.2277.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs Progressive Trading Company, Bhagwan Bhuvan, 1st Floor, 196/198, Samuel Street, Bombay-400009, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(21)/83-PF.II]

का०प्रा० 2278.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सारदा कन्सलटेन्सी, सर्विसिज, कार्प्रेस हाउस, महात्मा गांधी रोड, नासिक-422001 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35018/23/83-पी.एफ. 2]

S.O. 2279.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sarda Consultancy, Services, Congress House, Mahatma Gandhi Road, Nasik-422001, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(23)/83-PF.II]

का०प्रा० 2279.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एन.बी.आई. इण्डस्ट्रीयल फ़िनेन्स कम्पनी लिमिटेड, एल-63, कनाट सर्कस, नई दिल्ली-110001, तथा इसका ब्रांच आफिस, 7, लोन्स रेंज, पहली मंजिल, कलकत्ता-700001 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए ।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस०-35019/37/83-पी.एफ. 2]

S.O.2279.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs N.B.I. Industrial Finance Company Limited, L-63, Connaught Circus, New Delhi-110001 including its branch office at 7, Lyons Range, 1st Floor, Calcutta, have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(37)/83-PF.II]

का०प्रा० 2280.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पार्थीबा मैच इन्डस्ट्रीज, नं० 4/96, पल्लापट्टी रोड, शिवकाशी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस०-35019/120/83-पी. एफ. 2]

S.O. 2280.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Parthiba Match Industries, No. 4/96, Pallapatti Road, Sivakasi have agreed that the

provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(120)/83-PF. II]

का०प्रा० 2281.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुपर डायमंड टूल्स, 34, थाम्बियाह रोड, वेस्ट मम्बालम, मद्रास-600033 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस०-35019/123/83-पी० एफ० 2]

S.O. 2281.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Super Diamond Tools, 34, Thambiah Road, West Mambalam, Madras-600033 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(123)/83-PF.II]

का०प्रा० 2282.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मीना ट्रेडर्स 27, स्वामी सन्नध, तेनकासी निरुनेलवेली डिस्ट्रिक्ट, तमिऴनाडु राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/124/83-पी०एफ० 2]

S.O.2282.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Meena Traders, 27, Swamy Sannadhi, Tenkasi, Tirunelveli District, Tamil Nadu State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central

Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(124)/83-PF. II]

का० प्रा० 2283.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सतीश स्टोर्स, 17, पेरुमल कोइल सन्नथी, टिन्डीवनम, साऊथ आरकोट डिस्ट्रिक्ट, तमिलनाडु नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/125/83-पी० एफ० II]

S.O. 2283.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Satish Stores, 17-Perumal Koil Sannathi, Tindivanam, South Arcot District, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(125)/83-PF. II]

का० प्रा० 2284.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पाह्नर प्रैस प्राइवेट लिमिटेड, बूपथी बिल्डिंग्स, विरुधुनगर रोड, पोस्ट बॉक्स नं० 206 शिवकाशी, तमिलनाडु राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/126/83-पी० एफ० II]

S.O. 2284.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Pioneer Press Private Limited, Boopathy Buildings, Post Box No. 206, Virudhunagar Road, Sivakashi, Tamil Nadu State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(126)/83-P.F. II]

का० प्रा० 2285.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स थ्यागराजा मैच इन्डस्ट्रीज, कामराज रोड, शिवकाशी, तमिलनाडु, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/127/83-पी० एफ० II]

S.O. 2285.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Thyagaraja Match Industries, Kamaraj Road, Sivakasi, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/127/83-PF. II]

का० प्रा० 2286.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीराम मैच इन्डस्ट्रीज, 1/117, आलंगुलम रोड, कक्कीवदम-पट्टी, रामनाद, तमिलनाडु नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है ।

[सं० एस-35019/128/83-पी० एफ० II]

S.O. 2286.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sriam Match Industries, 1/117, Alangulam Road, Kakkivadam-patti, Ramnad, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(128)/83-PF. II]

का० प्र० 2287.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री सीतारामनजनेया राइस मिल, पिप्पारा, टी० पी० गुडम, बैस्ट गोदावरी डिस्ट्रिक्ट, आंध्र प्रदेश नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/129/83-पी० एफ० II]

S.O. 2287.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Sitaramanjaneya Rice Mill, Pippara, T. P. Gudam, West Godavari District, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/129/83-PF. II]

का० प्र० 2288.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टैंडर्ड इन्जीनियरिंग इण्डस्ट्रीज, नं० 1, जमाल नगर, ऑफ पेराम्बूर हाई रोड, मद्रास-600012 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/130/83-पी० एफ० II]

S.O. 2288.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Standard Engineering Industries, No. 1, Jamal Nagar, Off Perambur High Road, Madras-600012, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/130/83-PF. II]

का० प्र० 2289.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डी० भोतम्मव इस्माइल, टेन्नरी, पेरिया अग्राहम, एस० ओ० ईरोड-638005 नामक स्थापन से सम्बद्ध नियोजक

और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/131/83-पी० एफ० II]

S.O. 2289.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs D. Mohamed Ismail, Tannery, Peria Agraharam, S.O. Erode-638005, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/131/83-PF. II]

का० प्र० 2290.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री जगन्नाथ एन्टरप्राइजिज 2/131, सीथापुदुर, कोयम्बदूर-641018 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/134/83-पी० एफ० II]

S.O. 2290.—whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Jaganatha Enterprises, 2/131, Sithapudur, Coimbatore-641018, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/134/83-PF. II]

का० प्र० 2291.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शिवगुरु मैच इन्डस्ट्रीज, 5/83-ए, कीला थीरु-थांगल, शिवकाशी, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि

कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है ।

[सं० एस-35019/135/83-पी० एफ० 2]

S.O. 2291.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sivaguru Match Industries, No. 5/83-A, Keela Thiruthangal, Sivakasi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No S-35019/135/83-PF. II]

का० आ० 2292.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बेटा इन्स्ट्रुमेंट कम्पनी (इंडिया) प्राइवेट लिमिटेड, एस ब्लॉक, प्लॉट नं० डब्ल्यू-21, भोसारी, पूना-411026 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है ।

[सं० एस-35019/136/83-पी० एफ० 2]

S.O. 2292.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Beta Instrument Company (India) (Private) Limited, S-Block, Plot No. W-21, Bhosari, Poona-411026, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/136/83-PF. II]

का० आ० 2293.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अजमेर को-ऑपरेटिव मार्किटिंग सोसाइटी लिमिटेड, अजमेर नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है ।

[सं० एस-35019/137/83-पी० एफ० 2]

S.O. 2293.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ajmer Co-operative Marketing Society Limited, Ajmer, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/137/83-PF. II]

का० आ० 2294.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बिजनेस इन्फॉर्मेशन ब्यूरो, एफ-39, औखला औद्योगिक क्षेत्र फेज-II, ई दिल्ली-110020 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है ।

[सं० एस-35019/138/83-पी० एफ० 2]

S.O. 2294.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Business Information Bureau, F-39, Okhla Industrial Area, Phase, II, New Delhi-110020, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/138/83-PF. II]

का० आ० 2295.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कोयला एण्ड सन्स, प्रथम मंजिल, 192, ए, डा० नानजप्पा रोड, कोयम्बतूर-18, तमिलनाडु राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है ।

[सं० एस-35019/139/83-पी० एफ० 2]

S.O. 2295.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Koyas and Sons, First Floor, 192-A, Dr. Nanjappa Road, Coimbatore-18, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/139/83-PF. II]

कां.प्रा. 2296.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मीना मैच इण्डस्ट्रीज, बी, युनिट, संकरालिंगपुरम-626119, तमिलनाडु राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/140/83-पी० एफ० 2]

S.O. 2296.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Meena Match Industries, 'B' Unit, Sankaralingapuram-626119, Tamil Nadu State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/140/83-PF. II]

कां.प्रा. 2297.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कोरल इलेक्ट्रॉनिक्स प्राइवेट लिमिटेड, 22, सरदार पटेल रोड, मद्रास-600020, तमिलनाडु राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/141/83-पी० एफ० 2]

S.O. 2297.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Coral Electronics Private Limited, 22, Sardar Patel Road, Adyar, Madras-600020, Tamil Nadu State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/141/83-PF. II]

कां.प्रा. 2298.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नवा भारथ पॉलीथिन इण्डस्ट्रीज, 1-11-110/98 एल, शाम लाल बिल्डिंग, बेगुम्पेट, हैदराबाद-500016 जिनके अनंत उनका 3-1-302/1, निम्बाली अड्डा, काचीगुडा, हैदराबाद स्थित कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/142/83-पी० एफ० 2]

S.O. 2298.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Nava Bharath Polythene Industries, 1-11-110/98 L. Sham Lal Building, Begumpet, Hyderabad-500016 including its office at 3-1-302/1, Nimbalj Adda, Kachiguda, Hyderabad, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/142/83-PF. II]

कां.प्रा. 2299.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रमन बोर्ड्स लिमिटेड, थन्डावापुरा-571301, ननलंगुड तालुक, जिला-मैसूर, कर्नाटक राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/147/83-पी० एफ० 2]

S.O. 2299.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Raman Boards Limited, Thandavapura-571301, Nanjangud Taluk, Mysore District, Karnataka State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central

Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/147/83-PF. II]

का०प्रा० 2300.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि गुरदिन इन्सटीट्यूट प्राइवेट लिमिटेड, हिल वियु, अट्टी कोल्ला, धारवाड़-7, कर्नाटक राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं०एस-35019/148/83-पी०एफ० 2]

S.O. 2300.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Gurdit Institute Private Limited, "Hill View", Attikolla, Dharwar-7, Karnataka State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/148/83-PF. II]

का०प्रा० 2301.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री निवासपेरुमल फाइनेन्सिंग कॉर्पोरेशन, 94-ए, डा. राजेन्द्र प्रसाद रोड, टाटाबाद कोयम्बटूर-12, तमिल नाडु राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं०एस-35019/163/83 पी०एफ० 2]

S.O. 2301.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Srinivasaperumal Financing Corporation, 94-A, Dr. Rajendra Prasad Road, Tatabad, Coimbatore-12, Tamil Nadu State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/163/83-PF. II]

का०प्रा० 2302.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स किरण एस्बेस्टोज प्रोडक्ट्स, स्पेशल प्लाट

इन्डस्ट्रियल एस्टेट, हुबली-580030, कर्नाटक राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि, और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं०एस-35019/168/83-पी०एफ० 2]

S.O. 2302.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kiran Asbestos Products, Spl. Plot, Industrial Estate, Hubli, 580030, Karnataka State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/168/83-PF. II]

नई दिल्ली, 5 मई, 1983

का०प्रा० 2303.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टिच आर्ट्स एक्सपोर्ट्स प्राइवेट लिमिटेड, पी-1 ट्रांसपोर्ट डिपो रोड, कलकत्ता-88 तथा इसकी शाखाएं (1) 24, अन्डरसन रोड, मद्रास-600006 और (2) 83, स्नेह सदन कोलाबा डाकघर के पीछे, बम्बई-5 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं०एस-35017/33/83-पी०एफ० 2]

New Delhi, the 5th May, 1983

S.O. 2303.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Stitch-art Exports Private Limited, P-1, Transport Depot Road, Calcutta-88 including its branches at (i) 2, Anderson Road, Madras-6, (ii) 83, Sneh Sadan, Opposite Colaba Post Office Bombay-5 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/33/83-PF. II]

का०प्रा० 2304.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रानादीप् शिपिंग एण्ड ट्रांसपोर्ट कम्पनी प्राइवेट लिमिटेड, मेकर टावर, ई कुफे परेड, पोस्ट आफिस बॉक्स-9924, बम्बई-400005 तथा शाखा कार्यालय, जी-2

हंस भवन, बहादुरशाह जफर मार्ग, नई दिल्ली-2 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।
[सं.एस-35018/22/83-पी.एफ. 2]

S.O. 2304.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ranadip Shipping and Transport Company Private Limited, Maker Tower "E" Cuffe Parade Post Office Box 9929, Bombay-400005 including its Branch Office at G-24 Hans Bhawan, Bahadurshah Zafar Marg, New Delhi-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018/22/83-PF. II]

कां.आ. 2305.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हिन्द एक्सपोर्ट कारपोरेशन, 11, महात्मा गांधी रोड, बम्बई-23 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35018/90/80-पी.एफ. 2]

S.O. 2305.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hind Export Corporation, 11, Mahatma Gandhi Road, Bombay-23, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018/90/80-PF. II]

कां.आ. 2306.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अनोय बोक्स फैक्ट्री, ए-6, नारायणा औद्योगिक क्षेत्र, फेज-I, नई दिल्ली तथा इसका सेल्स ऑफिस, 4539, पहाड़ी धारज, दिल्ली नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

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अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35019/143/83-पी.एफ. 2]

S.O. 2306.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Anil Box Factory, A-6, Naraina Industrial Area, Phase-I, New Delhi including its Sales Office at 4539, Pahari Dhara, New Delhi, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/143/83-PF. II]

कां.आ. 2307.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इशात-ए-इस्लाम ट्रस्ट, 1353, चितली कब्र, दिल्ली-6 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35019/144/83-पी.एफ. 2]

S.O. 2307.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ishaat-e-Islam Trust, 1353, Chitli Qabar, Delhi-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019/144/83-PF. II]

कां.आ. 2308.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जलन्दर जनरल एजेंसीज प्राइवेट लिमिटेड एम-12, ग्रीन पार्क एक्सटेंशन, नई दिल्ली-16 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिएं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं.एस-35019/145/83-पी.एफ. 2]

S.O. 2308.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jullundur General Agencies Private Limited, S-12, Green Park Extension, New Delhi-110016, have agreed that the provisions of

the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment;

[No. S-35019(145)/83-PF. II]

का०आ० 2309.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रभात टाकीज निपानी, जिला बेलगाम, कर्नाटक राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/149/83-पी.एफ.2]

S.O.2309.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Prabhat Talkies, Nipani, District Belgaum, Karnataka State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(149)/83-PF. II]

का०आ० 2310.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेंटर फार वाटर रिसोर्सिस डेवेलोपमेंट एण्ड मैनेजमेंट, कुन्नामंगलम, कोजी कोडे डिस्ट्रिक्ट तथा तालुक, केरल राज्य नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/166/83-पी.एफ.०-2]

S.O.2310.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Centre for Water Resources Development and Management, Kunnamangalam, Kozhikode District and Taluk, Kerala State, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(166)/83-PF. II]

का०आ० 2311.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अप्पारल्स एक्सपोर्ट प्रमोशन काउन्सिल, सहयोग बिल्डिंग चौथी मंजिल, 58, नेहरू प्लेस नई दिल्ली-110019 तथा पोच शाखाएं बम्बई, मद्रास, कलकत्ता, जयपुर और बंगलौर (शाखाओं का पूरा पता कृपया मंगलित पेश में देखें) के नाम स्थापन से संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/171/83-पी.एफ.०-2]

S.O.2311.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Apparels Export Promotion Council, Sahyog Building 4th Floor, 58, Nehru Place, New Delhi-110019 including its branches at Bombay, Madras Calcutta, Jaipur and Bangalore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(171)/83-PF. II]

नई दिल्ली, 6 मई, 1983

का०आ० 2312.—केन्द्रीय सरकार कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 5 के साथ पठित पैरा 4 के उपपैरा (1) के अनुसरण में और भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना का०आ० 1071, दिनांक 23 फरवरी 1976 को अधिक्रान्त करते हुए, उत्तर प्रदेश राज्य के लिए एक क्षेत्रीय समिति का गठन करती है, जिसमें निम्नलिखित व्यक्ति होंगे, अर्थात्:—

1	2
अध्यक्ष	
1. सचिव, श्रम एवं रोजगार विभाग, उत्तर प्रदेश सरकार, लखनऊ	केन्द्रीय सरकार द्वारा नियुक्त।
सदस्य	
2. सचिव, जीनो उद्योग विभाग, उत्तर प्रदेश सरकार, लखनऊ	राज्य सरकार की सिफारिश पर केन्द्रीय सरकार द्वारा नियुक्त दो व्यक्ति
3. संयुक्त सचिव, वित्त विभाग, उत्तर प्रदेश सरकार, लखनऊ	

1	2	1	2
4. श्री बी०एस० अग्रवाल सचिव ज०के० आर्गनाइजेशन, कानपुर।	राज्य में नियोजकों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त नियोजकों के तीन प्रतिनिधि।	3. Joint Secretary, Finance Department, Government of Uttar Pradesh Lucknow.	Three representatives of employers appointed by Central Government in consultation with Organisation of employees in the State.
5. श्री एस०सी० शर्मा, प्रबंध निदेशक, कानपुर शुगर वर्क्स लि० सुथरलण्ड हाउस, पो० बॉक्स न० 257 कानपुर।		4. Shri B.S. Agarwal, Secretary, J.K. Organisation, Kanpur.	
6. अपर सचिव, उ०प्र० विद्युत परिषद्, लखनऊ।		5. Shri S.C. Sharma, Managing Director, Cawnpore Sugar Works Ltd., Sutherland House, Post Box No. 257 Kanpur.	
7. श्री राम प्रकाश मिश्रा, सचिव, भारतीय मजदूर सघ, 2, नवीन मार्केट, कानपुर-208001 (उ०प्र०)	राज्य में कर्मचारियों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त कर्मचारियों के तीन प्रतिनिधि	6. Additional Secretary, U.P. Vidyut Parishad Lucknow.	Three representatives of employees appointed by the Central Government in Consultation with the Organisation of employees in the State.
8. श्री अनिल कुमार सिंह यादव, जनरल सेक्रेटरी, प्रान्तीय सिंचाई अवाम बंध योजना श्रमिक महापरिषद् (उ०प्र०) सी०-938, सेंट्रल कालोनी, कालागढ़ बिजनौर (उत्तर प्रदेश)।		7. Shri Ram Prakash Mishra, Secretary, Bharatiya Mazdoor Sargh 2. Naveen Market, Kanpur-208001 (UP)	
9. श्री बासुदेव पाण्डे, सचिव, उ०प्र० राज्य कमिटी आफ एम्प्लॉयी-यू०सी०, 7, बिशेश्वरनाथ रोड, लखनऊ।		8. Shri Anil Kumar Singh Ya- dava, General Secretary, Prantiya Sinchai Avam Bandh Yojana Sramik Mahaparishad (UP) C-938, Central Colony, Kalagarh, BILANORE (UP)	
		9. Shri Basudeo Pande, Secretary, U.P. State Committee of the AITUC, 7, Bisheshwarnath Road, Lucknow.	

[संख्या बी०-20012/10/78-पी०एफ०-2]

[V.20012 (10)/78-PF.II]

New Delhi, the 6th May, 1983

S.O. 2312.—In pursuance of sub-paragraph (1) of paragraph 4 read with paragraph 5 of the Employee Provident Fund Scheme, 1952 and in supersession of the notification of the Government of India in the late Ministry of Labour No. S.O. 1071 dated the 23rd February, 1976 the Central Government hereby sets up a Regional Committee for the State of Uttar Pradesh consisting of the following persons, namely:—

1	2
CHAIRMAN	
1. Secretary, Labour and Employment Department, Government of Uttar Pradesh Lucknow.	Appointed by the Central Government
MEMBERS	
2. Secretary, Sugar Udyog Vibhag, Government of Uttar Pradesh, Lucknow.	Two persons appointed by the Central Government on the recommendation of the State Government.

का० प्रा० 2313.—नैसर्ग गुजरा गीस प्राइवेट लिमिटेड, स्टेशन रोड, देवास (मध्य प्रदेश/902) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिष्ठा निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का सामाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबंध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबंध अनुसूची में विनिर्दिष्ट शर्तों के अधीन

रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक विधिव्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार, द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी विधिव्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की विधिव्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरत दर्ज करेगा और इसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से वेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक विधिव्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन

से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक विधिव्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिसी को व्ययगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/30/82-पी०एफ०-2]

S.O.2313.—Whereas Messrs Gajra Geers Pvt. Ltd., Station Road, Dewas, MP/902 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended alongwith a translation of the salient, features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc., within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S 35014(30)/82-PF.II]

का० प्रा० 2314—मैसर्स बजाज टेम्पो लिमिटेड, अकड़ो, प्लान-411035 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट देने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रश्नारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नारों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन

फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/50/80-पी०एफ० 2]

S.O.2314.—Whereas Bajaj Tempo Limited, Akurdi, Poona-411035 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the bene-

fits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the

nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(50)/80-PF. II]

का० प्रा० 2315—मैमर्स रेल इण्डिया टेक्नीकल एण्ड इकोनामिक सर्विस लि०, 27, बाराखम्बा रोड, नई दिल्ली-1 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना हों, भारतीय जीवन बीमा, निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी, निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अमंजूर है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में

नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अतकाल हों, जो उक्त स्कीम के अधीन अमंजूर हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए, भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा

निगम से बीमाकृत रकम प्राप्त होने के गत दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/112/83-पी०एफ-2]

S.O.2315.—Whereas Messrs Rail India Technical and Economic Service Ltd. 27 Barakhamba Road, New Delhi-1, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employee than the benefits admissible under the Employees Deposit-Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(112)/83-PF. II]

का० प्रा० 2316—मैसर्स गांधी आश्रम, गांधी आश्रम पो० ओ० सलेम जिला पिन कोड-637291 (तमिल नाडु 10177), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाम किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों तो उक्त स्कीम के अधीन अनुश्रेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी

को व्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/113/83-पी०एफ०-2]

S.O.2316.—Whereas Messrs Gandhi Ashram, Gandhi Ashram P.O. Salem District. PIN Code 637201 (TN/10177), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Tamil Nadu maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government, and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits

available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014/(113)/83-PF. IN

कां० आ० 2317—मैसर्स सलेम को-ऑपरेटिव स्पिनिंग मिल्स लिमिटेड के० एन० कालोनी, सलेम, 636014 (तमिल नाडु/4900) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अपिशाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वंश में से श्रेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम व संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/114/83-पी०एफ०-2]

S.O.2317.—Whereas Messrs The Salem Co-operative Spinning Mills Ltd. K.N. Colony, Salem, 636014 (TN/4900), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

9[No. S. 35014(114)/83-PF.II]

का० शा० 2318 :—मैसर्स ट्रक पार्ट्स आफ इण्डिया लिमिटेड, सी-35-36, औद्योगिक क्षेत्र, पानकी, डाकघर उद्योगनगर, कानपुर-22 (उ० प्र०/7212) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सह-बद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गये किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत, होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम, के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/115/83-पी०एफ-2]

S.O. 2318.—Whereas Messrs M/s. Trak Parts of India Ltd., C-35-36, Industrial Area, Kanpur-22 (UP/7212), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain in such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within

7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(115)/83-PF.II]

का० आ० 2319.—मैसर्स, सुरी एण्ड नायर लिमिटेड, पोस्ट बाक्स नं० 4802, ह्वाइट फील्ड रोड, बंगलौर-560048 (कनट्रिक्/4846) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952(1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सह-बद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम, के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम

के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए, भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना है वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियर के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छुट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमा कृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O.2319.—Whereas Messrs Suri and Nayar Limited, P.D. Box No. 4802, White-field Road, Bangalore-560048 (KN/4846), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(116)/83-P.F.II]

का०सा० 2320—मैसर्स पेरियार जिला को-ऑपरेटिव स्पिनिंग मिल्स लि० धारापुरम 638656 (तमिल नाडु/ 5544) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

ग्रनसूची

1. उक्त स्थापन के संबद्ध नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अधीन खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वाञ्छित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को /उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन उन्हें अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत की वृत्ति में, उन मूल सदस्यों के नामनिर्देशितियों/

या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/निधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/118/83-पी०एफ०-2]

S.O. 2320.—Whereas Messrs. The Periar District Co-operative Spinning Mills Ltd., Dharapuram-638656(TN/5544), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of Insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(118)/83-PF.II]

का० प्रा० 2321—मैसर्स राने ब्राके लाइनिंग लिमिटेड मद्रास-600058 (टी० एन०/5932) (जिसे इसमें, इसके पश्चात्, उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम 1976 (जिसे इसमें, इसके पश्चात्, उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभाग संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुभाषित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब तक कि उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिक्रिय के रूप में दोनों के रकम अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस

स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/119/83-पी०एफ०2]

S.O. 2321.—Whereas Messrs Rane Brake Linings Limited, Madras-600058 (TN/5932) (hereinafter referred to as the said establishment) have applied for exemption under sub section (2A) of section 17 of the Employees' Provident Funds Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employee than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient

features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provision of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S 35014(119)/83-PF. II]

का० प्र० 2322.—मैसर्स हिमाचल प्रदेश को-ऑपरेटिव स्टेट लैण्ड डेवलपमेंट बैंक लिमिटेड, दि माल, शिला-171001 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का

संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इसमें उपायद अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त चण्डीगढ़ को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास का समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदरत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निधन तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी तो खरगन हो जाने दिया जाना है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/120/83-पी०एफ०-2]

S.O. 2322.—Whereas Messrs Himachal Pradesh Co Operative State Land Development Bank Ltd., The Mall, Simla-171001 (HL/87), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to

the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Chandigarh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment or inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Chandigarh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कां० प्रा० 2323 —मैसर्स दि एसोसिएटेड सीमेंट कम्पनीज लिमिटेड, शाहबाद सीमेंट वर्क्स, डाकघर शाहबाद, एसोसो-585229, गुलबर्गा जिला (कर्नाटक 154) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल जो कर्मचारी निक्षेप महबूब बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद; स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में

नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम-निर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कादर नामनिर्देशितियों/विधिवक वारिसों को बीमा कृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/128/83-पी०एफ०-2]

S.O. 2323.—Whereas Messrs. The Associated Cement Companies Limited, Shahabad Cement Works, P.O. Shahabad ACC-585229, Gulbarga District, (KN/154), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all provisions of the said Scheme for period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(128)/83-PF. II]

कां.प्र. 2324—मैसर्स ए.पी. इण्डस्ट्रियल इन्फ्रास्ट्रक्चर कार्पोरेशन लि., परिश्रम भवन, 6वीं फ्लोर, 5-9-58-बी हैदराबाद (आन्ध्र प्रदेश 7056), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रवर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भा.तीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के भव्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐंसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐंसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण

प्रमारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिका वारिस नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को वहाँ, अपना दृष्टिकोण स्पष्ट करने का सुनिश्चक अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उन नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिका वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिका वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/129/83-पी०एफ०-2]

S.O. 2324.—Whereas Messrs A.P. Industrial Infrastructure Corporation Ltd., Parisharam Bhavan, 6th Floor, 5-9-58/B Hyderabad (AP/7036) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act):

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(129)/83-PF.II]

कां० प्र० 2325.—मैसर्स श्री चमूदेववरी ग्रूप्स लिमिटेड, रजिस्टर्ड आफिस, नं० 37/1 उत्तमूर रोड, बंगलूर - 560042 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकरण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) को धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना हैं, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए यह फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा पदत शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में चिन्तिष्ट गतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवेचनाएं भेजेगा और ऐसे

लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाली सभी व्ययों पर वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वशा में मे देय होनी, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे

स्थापन पहले आता चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तरीके के भीतर, जो भारतीय जीवन बीमा निगम नियत कर प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत को दशा में उन मृत सदस्यों के नाम निर्देशान्वयों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् और प्रत्येक दश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[मेसर्स एस - 35014/130/83-पी० एफ०-2]

S.O. 2325.—Whereas Messrs Sri Chamudeswari Sugars Ltd. Regd. Office No. 37/1 Ulsoor Road, Bangalore-560042, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 19 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed thereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts,

submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

9. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(130)/83-PF III]

का०सा० 2326—मैसर्स गुजरात इलेक्ट्रीसिटी बोर्ड, विद्युत भवन, रेशकार्ग, बड़ोदा-390007 (गुजरात/920) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की

सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उल्लेख फायदे बढ़ाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबद्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उ. फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन 158 GI/83—9

संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/131/83-पी.एफ.०-2]

S.O. 2326.—Messrs Gujarat Electricity Board, Vidyut Bhavan, Race Course, Baroda-390007 (GI/920); (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) thereafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[9 No. S.35014(131)/83-PF.II]

का० प्रा० 2327—मैसर्स दि०ए०सी०सी० लिमिटेड, लखारो सोमेंट वर्क्स, डाकघर लखारो राजस्थान (राजस्थान/1) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल है जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अन केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उदात्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मामला की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक, बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी

गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/127/83-पी०एफ०-2]

S.O. 2327.—Whereas Messrs ACC Ltd., Lakhari Cement Works, P. O. Lakhari Rajasthan (RJ/1), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(127)/83-PF-II]

का० प्रा० 2328.—मैसर्स चेरान परिवहन निगम लिमिटेड, नम्बर 37 मेत्तूपलायन रोड कोयम्बतूर-11 (तमिलनाडु/6924) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17 की उप-धारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आवि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि पहले ही सदस्य हैं, उसके स्थापन में नियोजित किया जाता है तो, नियोजक चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से दय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. चेरान परिवहन निगम कर्मचारी परिवार लाभ स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया

जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जो चेरान परिवहन निगम की कर्मचारी परिवार लाभ स्कीम के अधीन इस योजना के लाभों से कर्मचारियों को वंचित करने के लिए नियत करे प्रीमियम का संदाय करने में असफल रहता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत वशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से सुनिश्चित करेगा।

[संख्या एस-35014/479/83-पी०एफ०-2]
ए० के० भट्टराई, अवर सचिव

S.O. 2328.—Whereas Messrs Charan Transport Corporation Ltd., No. 37, Mettupalayan Road, Coimbatore-11 (TN/6924) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Cheran Transport Corporation's Employees' Family Benefit Scheme in the nature of Life Insurance which more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Cheran Transport Corporation's Employees' Family Benefit Scheme including maintenance of accounts, submission of returns, payment of Insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Cheran Transport Corporation's Employees' Family Benefit Scheme as approved by Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Cheran Transport Corporation's Employees' Family Benefit Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Cheran Transport Corporation's Employees' Family Benefit Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Cheran Transport Corporation's Employees' Family Benefit Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Cheran Transport Corporation's Employees' Family Benefit Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Cheran Transport Corporation's Employees' Family Benefit Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reasons, the employees of the said establishment do not remain covered under the Cheran Transport Corporation's Employees' Family Benefit Scheme of the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed under the Cheran Transport Corporation's Employees' Family Benefit Scheme, of the establishment debarring the employees from the benefits of the Scheme, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased member who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it.

[No. S-35014/479/83-PF. II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 6th May, 1983

S.O. 2329.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the management of the Directorate of Estate Management, Department of Atomic Energy and their workmen which was received by the Central Government on the 28th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2: BOMBAY

Reference No. CGIT-2/26 of 1982

PARTIES :

Employers in relation to the management of the Directorate of Estate Management, Department of Atomic Energy, Bombay.

AND

Their Workman.

APPEARANCES :

For the Employers—Shri P. R. Namjoshi, Advocate.
For the workman—Shri M. B. Anchan, Advocate.

STATE : Maharashtra INDUSTRY : Atomic Energy
Bombay, the 12th April, 1983

AWARD

By their order No. L-42012(16)/78-D.II(B) dated 21-4-1982 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of the Directorate of Estate Management, Department of Atomic Energy, in terminating the services of Shri M. P. Kadaksham, Helper with effect from 3-8-1976 is justified : If not, to what relief is the workman entitled ?”

2. The very order of reference indicates that the dispute has arisen because of termination of service of a helper with effect from 3-8-1976 which termination the workman says to be bad and illegal, against which the employers by their written statement have tried to justify the severance of the relationship.

2. On the strength of the above pleadings the following issues were framed :—

1. Whether because the services of the employee have been terminated under the C.C.S. (CCA) Rules by the employers, the Industrial Disputes Act is not attracted ? Does not
2. If not whether the dispute between the parties becomes justifiable under the Industrial Disputes Act ? -do-
3. If it is an industrial dispute, whether the termination of services of the employee was valid and legal ? -do-
4. Whether it was termination simpliciter ? -do-
5. Or was it a retrenchment under Section 2(oo) of the Act ? -do-
6. If the finding on the last issue is in the affirmative whether the retrenchment has been brought about validly and legally : -do-
7. If not is the employee entitled to the relief claimed ? -do-
- 7(a) Was there gross delay on the part of the employee in raising the dispute ? If yes, is it fatal to the reference ? -do-
8. If the termination was on the ground of misconduct as alleged and if the employer were not satisfied with the service of the employee, whether the employer establishes the misconduct as alleged ? -do-
9. If yes, whether the termination would be proper and legal ? -do-
10. What award As per order.

3. However, the matter has now been amicably settled and the workman in full and final settlement of the claim arising out of his employment has accepted a total sum of Rs. 10,000 whereby the whole dispute has now come to an end. The settlement is fair and reasonable and therefore the dispute does not survive. In view the settlement no finding on issues are necessary. Award accordingly.

[No. L-42012/16/78-D.II.B]

M. A. DESHPANDE, Presiding Officer

S.O. 2330.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Air India, Bombay and their workmen, which was received by the Central Government on the 22nd April, 1983.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

Reference No. NTB-1 of 1980

PARTIES :

Employers in relation to Air-India, Bombay
AND
Their Workmen.

APPEARANCES :

For the Employers—Mr. F. N. Kaka, Advocate, with Miss Roshni B. Andhyarujna, Mr. B. P. Israni.
For Air India Employees' Guild—Mr. F. D. Damania, Advocate, with Mr. S. M. Dharap.
For Air Corporations Employees' Union—Mr. M. B. Anchan, Advocate.

INDUSTRY : Airlines

Bombay, the 21st day of April, 1983

AWARD

This is an award upon a reference made by the Central Government under Section 10(2) of the Industrial Disputes Act, 1947 (for short “the ID. Act”). The reference was made on a joint application by the employers in relation to the management of Air-India, Bombay, and the Air-India Employees' Guild (for short “the Guild”), representing the workmen belonging to non-technical categories and technical categories in the Transport Section, Civil Works and Properties Department, Store Department, and Communications Division.

2. The dispute was of such a nature that industrial establishments of Air-India situated in more than one State were likely to be interested in, or affected by such dispute. The Central Government was, therefore, of the opinion that the said dispute should be adjudicated by a National Industrial Tribunal. The Government of India, Ministry of Labour, by order No. L-11011(8)/79-D.II(B) dated 29th January, 1980, in exercise of the powers conferred by Section 7B of the I. D. Act constituted a National Industrial Tribunal with headquarters at Bombay and appointed Shri C. T. Dighe as its Presiding Officer and referred the said industrial dispute to him for adjudication as per the following schedule :—

SCHEDULE

“Keeping in view the package offer made by the Management of Air-India as mentioned in Annexure-A in respect of non-technical and technical categories of workmen as specified in Annexure-C and charter of demands of the workmen concerned as specified in Annexure-B, to what relief are the workmen concerned, entitled and from which date ?”

The order of reference was published in the Gazette of India, Part-II, Extra-ordinary, dated 29-1-1980.

3. Shri C. T. Dighe retired in the month of December, 1981. The Government of India, Ministry of Labour by a notification dated 17-4-1982 in pursuance of the provisions of Section 8 of the I.D. Act appointed me as the Presiding Officer of the said National Tribunal, Bombay.

4. The facts which led to the present reference may briefly be stated as follows Air-India is a statutory Corporation constituted under the Air Corporations Act, 1953 (No. 27 of 1953). The Act provided that there shall be establishment two Corporations to be known as “Indian Airlines” and “Air-India International” with effect from the such date as the Central Government may by notification in the Official Gazette, appoint. These Corporations were formed sometime in or about 1953. It appears that prior to 1972 the workmen of Air-India were organised under different Unions craft-wise. Air Corporation Employees' Union (for short “ACEU”) was one of such Unions. The Guild came to be formed sometime in 1972. Before the ACEU settlement dated 2-2-1979 (exhibit E-8) between the management and ACEU the general terms and conditions of service of the workmen involved in this reference were governed by the settlement dated 13-10-1975 (see exhibit E-6) entered into between the management and ACEU. This settlement expired on 31-3-1978. ACEU terminated this settlement on 1-2-1978 and submitted a charter of demands dated 31-3-1978 on behalf of the workmen concerned to the management, which was subsequently amended by ACEU vide their letter dated 15-4-1978. Joint negotiations were thereafter held from time to time from 31-8-1978 onwards between the management and ACEU. Conciliation proceedings were pending before Mr. K. Sharan Deputy Chief Labour Commissioner (C). During the course of the conciliation proceedings the Guild was impleaded as a party. The conciliation proceed-

ings were thereafter held between the management and the workmen concerned as represented by ACEU as well as the Guild. It had not been possible, however, to arrive at a settlement mutually acceptable to the workmen as represented by ACEU and the Guild. The conciliation officer, therefore, recorded the final statement of both the parties on 2-2-1979.

5. The Guild did not submit its charter of demands immediately after the expiry of the previous settlement dated 13-10-1975. The management insisted upon the Guild to submit the charter of demands. The Guild did so only on 30-1-1979. According to the management, these demands were very exorbitant. While the conciliation proceedings were going on the management had submitted identical package offers both to ACEU and the Guild. ACEU agreed to the terms and conditions mutually settled and entered into the impugned settlement dated 2-2-1979 under Section 2(p) of the I.D. Act which settlement was exactly in the same terms as the package offer. This settlement was to come into operation from 1-4-1978 and was to last till 30-9-1981. This settlement was in respect of non-technical categories and a few technical categories.

6. After the ACEU settlement dated 2-2-1979 the workmen concerned were to receive 'on account payment' pending the approval of the Government of India. The Guild decided to boycott this payment. The Guild wrote a letter to the management (see exhibit E-18) dated 6-2-1979 characterising the action of the management in entering into the settlement with ACEU as patently contrary to the agreement entered into between the management and the Guild to the effect that until the secret ballot was completed (vide management's letter exhibit E-1 dated 5-12-1977) no agreement or settlement would be signed by the management with any of the Unions. The Guild called upon the management by its letter not to implement the said settlement. In the meanwhile, the management had issued staff notice dated 3-2-1979 in which it was stated that the management was going to make on account payment under the ACEU settlement. The Guild launched a token strike on 7-2-1979 to express its opposition to the settlement. The Guild informed the management by its letter dated 8-2-1979 (see exhibit E-20) that if the management was still interested in making on account payment the industrial unrest in Air-India will be aggravated and the management will solely be responsible for that situation. The Guild called upon the workmen not to accept the on account payment which the management was proposing to make. The Guild issued an information bulletin (see exhibit E-23) informing the workmen that they should boycott the on account payment at all places, there should be tools down and pens down strike till such payment was ordered to be stopped, followed by demonstrations, rallies, etc. According to the management the Guild launched a token strike on 7-2-1979 and also resorted to acts of violence. Eventually, according to the management it was forced to sign the settlement with the Guild on 17-2-1979 (exhibit G-4) providing for interim relief and agreeing to make a joint application to the Central Government under Section 10(2) of the I.D. Act to refer the dispute arising out of the charter of demands of the workmen concerned (annexure 'B' to the schedule) and the package offer of the management as per annexure 'A' to the schedule of reference, in respect of non-technical and technical categories of the workmen as specified in annexure 'C' to the schedule. Accordingly the management and the Guild made a joint application to the Central Government sometime in September 1979 and the Central Government made the present reference under Section 10(2) of the I.D. Act on 29-1-1980.

7. Upon the receipt of the reference the National Industrial Tribunal of Shri C. T. Dighe issued notices to the parties viz., Air-India and the Guild. On 16-10-1980 ACEU filed an application praying that it may be impleaded as a party interested in the dispute that was being adjudicated by the Tribunal. The Guild objected to ACEU being made a party by their shd dated 26-11-1980. It was stated in that shd that since ACEU had already arrived at a full and final settlement with Air-India there could not be any industrial dispute on ACEU and as such ACEU was not a necessary and proper party in the reference proceedings. Shri C. T. Dighe by his order dated 11-12-1980 allowed the

application of ACEU and ordered that ACEU will have the privilege to address the Tribunal in this reference. He gave reasons as to why he was allowing the application. ACEU was asked to file its statement within two weeks.

8. The Guild had already filed its statement of claim on 13-10-1980. ACEU filed its statement of claim on 16-1-1981. It filed its additional statement on 24-4-1981. Air-India filed its written statement on 3-9-1981. The Guild filed its rejoinder to this written statement on 30-9-1981.

9. The management filed its application on 6-3-1981 (see the file of pleadings) stating that the workmen comprised in the categories covered by this reference as on 1-4-1978 were about 5800; that out of the said 5800 workmen, about 5100 had accepted the settlement between Air-India and ACEU. It was further stated as regards the said 5100 workmen, ACEU settlement had been implemented in its entirety in respect of 4800 workmen and was in the process of implementation in respect of the remaining 300 workmen. It was pointed out in this application that ACEU represented nearly 10,000 employees of Indian Airlines all over India and a settlement was signed in conciliation between the management of Indian Airlines and ACEU on 9-1-1979 for identical categories concerned in this reference. It was alleged that the said settlement between India Airlines and ACEU contained exactly the same terms and conditions as the impugned ACEU settlement with Air-India. It was pointed out that as a result of the ACEU settlement with Air-India there has been an increase of 14.80 per cent on the total wage bill of Air-India. It was pleaded in this application that the ACEU settlement was a fair and a reasonable settlement and in the interest of the workmen concerned. It was prayed that since about 5100 workmen out of the total number of about 5800 covered by the reference have already accepted the ACEU settlement, this Tribunal in the interest of justice and in the interest of the workmen be pleased to make an award in terms of the package offer of the management which was in the same terms as the ACEU settlement. It was averred in this application that if an award was made in terms of the package offer it will not be necessary to proceed with the hearing of the reference as it will mean unnecessary waste of time and expenditure on the part of all concerned.

10. This application was opposed by the Guild. In their reply the Guild alleged as follows. They submitted the charter of demands on 30-1-1979. The management, before the submission of the charter of demands, by its letter, dated 24-1-1979, had offered certain proposed modified conditions of service. The same were offered during the pendency of the conciliation proceedings. There are two Unions viz., the Guild and ACEU functioning amongst the workmen employed by Air-India management. The dispute as to which Union has a majority was not solved. Still both the Unions had participated in the conciliation proceedings. The Guild insisted that before dispute as to which Union is in majority was solved, the management should grant an interim relief of Rs. 200 per month to each and every workman. This demand was not acceded to by the management, as a result of which there was a great sense of frustration amongst the workmen which was expressed strongly through peaceful agitations. Thereupon the Director of Personnel and Industrial Relations of Air-India had by his letter dated 5-12-1977 agreed in writing to the Guild as follows :—

"Till the finalisation of the secret ballot no agreement will be finalised with any Union claiming representation of the above mentioned categories for a period beyond April 1, 1978."

In spite of the said agreement with the Guild the management arrived at a settlement dated 2-2-1979 with ACEU. The terms of that settlement were not acceptable as a full and final settlement to the Guild, more so since this was in breach of an assurance given by the management before the Hon'ble Minister for Tourism & Civil Aviation. On 17-2-1979 a settlement was arrived at between the Guild and the management. In the said settlement the management agreed to make and the Guild agreed to accept the on account payment on the basis indicated in the settlement. It was agreed under the said settlement that parties would make a joint application to the Government for reference of the

charter of demands of the Guild and the fairness and justness or otherwise of the package offer of the management. The Guild further submitted that the verification of the membership was completed in or about January 1980 and accordingly the Guild has been declared to have the majority of membership in respect of non-technical and a few technical categories of the workmen of Air-India, by a letter dated 10-3-1980. The Guild submitted that on this background it was not open for the management of Air-India to request this Tribunal to hold the said settlement dated 2-2-1979 arrived at between ACEU and the management as a fair and just settlement. The Guild stated that the said settlement does not bind the workmen who are members of the Guild and who have accepted the benefits under the said settlement. The Guild further stated that the management has deliberately and wilfully delayed the final adjudication of this dispute and has used the period to coerce, pressurise and induce the workmen to accept the benefits. The Guild denied that the settlement dated 2-2-1979 was in the interest of the workmen concerned. In the premises the Guild submitted that the prayer that an award be passed in terms of the package offer of the management be rejected.

11. I, therefore, thought it proper to decide in the first instance whether I should proceed to frame preliminary issue regarding the ACEU settlement being a just, fair and reasonable settlement and whether an award should be passed in terms thereof. Mr. Kaka, the learned counsel for Air-India, in his arguments on that preliminary issue submitted that the settlement with ACEU had been accepted by a large majority of the workmen and that this Tribunal, if it found that the settlement was just and fair, should proceed to pass an award in terms of the settlement. As against this, Mr. Damania, the learned counsel for the Guild, submitted that the reference made by the Central Government to this Tribunal required the Tribunal to keep in view the package offer made by the management and also to keep in view the charter of demands of the Guild and then to proceed to consider what relief the workmen concerned were entitled to and from which date. Mr. Damania submitted very vehemently that it was not open for the Tribunal to consider the question whether the ACEU settlement was just, fair and reasonable and to

proceed to pass an award in terms thereof.

12. Having heard the arguments of the learned counsel and having considered the decisions of the Supreme Court on the subject I came to the conclusion that it would be proper to first decide the question whether the settlement between the management and ACEU which had been accepted, according to the management, by a large majority of the workmen was a just, fair and reasonable settlement and whether an award should be passed in terms thereof. I observed in my order that if it was found that the settlement which was exactly the same as the package offer of the management (annexure 'A' to the schedule) was not a just and fair settlement the Tribunal will have to proceed to consider the question as to what relief should be granted to the workmen keeping in view the package offer made by the management and also the charter of demands of the Guild. The parties were directed to lead their evidence on this issue.

13. Accordingly, the parties led oral evidence on behalf of the Guild an affidavit, dated 17-8-1982, of Mr. Mohamed Ghalib, Secretary of the Guild was filed. On behalf of the management an affidavit of Mr. K.R.V. Krishna Rao dated 20-8-1982 (hereinafter referred to as the "First Affidavit") was filed. One more affidavit dated 14-9-1982 (hereinafter referred to as the "Second Affidavit") was filed by Mr. Krishna Rao in reply to the affidavit of Mr. Ghalib. Mr. Ghalib and Mr. Rao were cross-examined by the opposite sides. No other oral evidence was led. The parties relied on documentary evidence.

14. Before I proceed to determine the question whether the ACEU settlement is a just, fair and reasonable settlement I would advert to some material facts having a bearing on the question. One of the contentions raised on behalf of the Guild is that the ACEU settlement was entered into in flagrant violation of the agreement between the manage-

ment and the Guild. In this behalf reliance is placed on behalf of the Guild upon the management's letter dated 5-12-1977 (exhibit G-1). It appears from that letter that the Minister for Tourism & Civil Aviation, after meeting the representatives of the management and of the Unions, had earlier suggested, inter alia, that (i) the representational status would be decided through a secret ballot; the Labour Ministry would be requested to make the necessary arrangements, (ii) the secret ballot would be completed as early as possible and all efforts would be made to get it completed before March 31, 1978, (iii) till the finalisation of the secret ballot, no agreement will be finalised with any Union claiming representation of the above mentioned categories for period beyond April 1, 1978, (v) the Unions on their part will not resort to any agitation. It is stated in para 7 of the statement of claim filed by the Guild on 13-10-1980 that though initially ACEU had agreed to verification by secret ballot, it subsequently went back on this agreement and insisted that the verification should be made strictly in accordance with the provisions of the Code of Discipline. It is further stated in the very para that accordingly the Ministry of Labour, Government of India, was requested to take on hand the task of verifying the membership of the respective Unions. It is contended for the management that there was no any agreement between the management and the Guild that no agreement will be finalised with any Union unless secret ballot was completed. According to the management that was the proposal of the Minister, but it fell through, as all the Unions did not agree to the process of a secret ballot. Admittedly, no secret ballot could be completed before 31-3-1978 and as stated in para 7 of the statement of claim of the Guild that the Ministry of Labour was requested to take on hand the work of verifying the membership of the respective Unions to determine the representational status. The letter of the management dated 10-3-1980 would show that after the proposal of secret ballot was dropped verification of membership was conducted by the Ministry of Labour as on 1-10-1978. It cannot, therefore be said that the management had agreed not to enter into an agreement with any Union till the finalisation of the secret ballot. The Minister's proposal for secret ballot fell through because all the Unions did not co-operate. The ACEU settlement therefore, cannot be said to be in violation of any agreement said to have been entered into by the management with the Guild. This position has been made clear by the manage-

ment by its letter dated 7-2-1979 (exhibit E-19).

15. One more important point that requires to be decided is which Union had the majority of the workmen concerned in this reference, as on 2-2-1979, i.e. the date on which the ACEU settlement was entered into. ACEU has not alleged, much less proved that it had the majority of the workmen on this date. The Guild claims that it had the majority of the workmen concerned in this reference as on 2-2-1979. For this purpose, reliance is placed upon the letter dated 10-3-1980 (exhibit E-2). It is a letter signed by the Deputy Industrial Relations Manager to the Secretary of the Guild. It is stated in that letter that the Ministry of Labour had undertaken the verification of membership as on 1-10-1978 and all the concerned Unions participated in the verification process. It is further stated in that letter that the management had received a communication from the Ministry of Labour stating that as a result of the verification of membership of the concerned Unions, under the Code of Discipline, the Guild has been declared as having a majority of membership in respect of the non-technical categories of workmen only. It is submitted on behalf of the management that this verification of membership was as on 1-10-1978 and not as on 2-2-1979. Secondly, it is submitted that the Guild was declared as having a majority of membership in respect of the non-technical categories only. In this reference the workmen concerned are non-technical categories as well as some technical categories. It is, therefore, argued for the management that it is not proved that the Guild had a majority amongst the workmen concerned in this reference as on 2-2-1979. It is further argued for the management that the Guild has not produced on record their membership register to show that the majority of the workmen concerned were the members of the Guild on 2-2-1979. There is much substance in this argument and it will have to be held that neither ACEU nor the Guild have

established that they used a majority of membership in respect of the workmen concerned in this reference.

16. One more fact that has to be noted is that before the ACEU settlement was approved by the Government the management wanted to make on account payment to the workmen. Staff notice dated 3-2-1979 (exhibit E-4) was issued informing the workmen that pending the Government approval it was decided to make 'on account payment' as indicated in that notice. This payment was to be made for the period from 1-4-1978 to 31-12-1978 and it was to be set off against the arrears that will be due to be paid to the workmen in terms of the ACEU settlement. The Guild called upon the workmen not to accept this on account payment. Now under the settlement dated 17-2-1979 (exhibit G-4) between the management and the Guild 'on account payment' as stipulated in the agreement was agreed. After that settlement with the Guild, a circular, dated 19-2-1979, was issued by the management asking the workmen to accept the on account payment who accepted that settlement. Now, Mr. Rao examined for the management admitted in para 37 of his cross-examination that 3096 workmen accepted the payment under the settlement with the Guild as per circular dated 19-2-1979 and 2574 workmen accepted the on account payment under the ACEU settlement as per circular dated 3-2-1979. So it would appear that immediately after the two settlements, one with ACEU and the other with the Guild, a larger number of the workmen accepted the on account payment under the settlement with the Guild. It is submitted for the management that on account of the threats and agitational approach of the Guild a large number of the workmen were forced to accept the on account payment under the settlement of the Guild. For this purpose, reliance is placed upon various letters addressed by the Guild in that behalf to the management in which, according to the management threats were given. Reliance is placed especially upon the letter of the Guild dated 8-2-1979 (Exhibit E-20). The fact, however, remains that a larger number of the workmen had accepted the on account payment under the settlement with the Guild.

17. It then appears that the Guild had given a call for one day strike on 7-2-1979. A question was asked to Mr. Rao in his cross-examination (see para 30) as to how many workmen had participated in the strike on 7-2-1979. This strike was obviously in protest against the acceptance of the ACEU settlement by the management. Mr. Rao has during his cross examination filed a statement (exhibit G 25) showing the number of workmen as on 1-2-1979. That number is 6200. The statement shows that the number of workmen on unauthorised absence on 7-2-1979 was 3339. Ninety-six workmen applied for leave for 7-2-1979 prior to the strike. 648 workmen applied for leave after the strike. It is stated in the statement that the number of workmen who did not apply for leave for 7-2-1979 was 2689. Mr. Rao, therefore, wanted to say that only 2689 out of 6200 workmen participated in the strike. According to the Guild, all those workmen who were absent on 7-2-1979 should be deemed to have gone on strike. It appears from these figures that a substantial number of workmen were not present on duty on 7-2-1979, though some of them had applied for leave either prior to or after the strike.

18. It, however, appears that during the pendency of this reference and before 6-3-1981, on which date the management filed an application stating that 5100 workmen out of 5800 total strength have accepted the settlement, the majority of the workmen agreed to accept the ACEU settlement, and the benefits thereunder. Now, Mr. Rao in his first affidavit stated that the total number of the workmen comprised in the categories covered by this reference as on 1-4-1978 was about 5800 and out of them 5100 workmen accepted the settlement. The management has given the break-up of this figure of 5100. It is at exhibit E-9. It is shown there that 2763 workmen had accepted the on account payment under the staff notice dated 3-2-1979 i.e. under the ACEU settlement. It is further stated that 2337 workmen subsequently accepted the ACEU settlement dated 2-2-1979 by giving 158 GI/83—10

letters, specimen copies of which are annexed as exhibits to the management's application dated 6-3-1981. This break-up was given by the management along with their letter dated 7-6-1982. By my order dated 10-6-1982 I had directed the management to give break up of 2337 workmen who, according to the management, subsequently accepted the ACEU settlement. The Guild was given the liberty to take inspection by reasonable notice to the management of the relevant record, including pay-rolls of February and March, 1979. Accordingly, the management gave the break up of (his 2337 workmen. It is as per exhibit E-12. It will appear from that break up that 1943 gave letter as per annexure 'A' to exhibit E-12. The text of that letter is as follows:—

"I hereby inform you that the settlement dated February 02, 1979, between AIR-INDIA and A.C.E.U. be made applicable to me and revised salary and other benefits be implemented in my case."

388 workmen accepted the settlement by giving the letter as per annexure 'E' to exhibit E-12. The text of that letter is as follows:—

"I hereby inform you that the settlement dated February 2, 1979, between Air-India and Air Corporations Employees Union be made applicable to me and revised salary and other benefits be implemented in my case. I am a member of A.C.E.U."

Five workmen accepted the settlement as per annexure 'C' and two workmen accepted the settlement as per annexure 'D'. It will thus appear that 2357 workmen (in addition to 2763 workmen) subsequently accepted the ACEU settlement, a few of them in 1980 and the majority of them in January and February, 1981. Now, it is the case of the management that by the time this reference is heard only 250 workmen have not accepted the ACEU settlement. They have given the names of these 250 workmen at exhibit E-14. It appears from the letter of the Industrial Relations Manager (exhibit E-7) dated 5-11-1982 that this list was shown to Mr. Ghalib, the Secretary of the Guild. Thereafter, the Guild addressed a letter dated 4-11-1980 enclosing their with a list of 94 workmen who, according to the Guild, did not accept the benefits under the ACEU settlement. In addition to the list of 250 workmen. The management has in their letter (exhibit F-7) said that only seven out of the said list of 94 workmen have still not accepted the settlement. According to the management, therefore, only 257 workmen have not accepted the settlement so far. According to the Guild, 344 workmen have not accepted the settlement. It is admitted by Mr. Ghalib in para 32 of his cross-examination:—

"According to me 344 employees have not accepted the settlement of the management with ACEU."

It is thus abundantly clear that the Guild accepts that only 344 workmen have not accepted the ACEU settlement. As stated above, according to the management, this figure is only 257. The management claims that the number of workmen as on 1-2-1979 was 6200. The number of workmen as on 1-4-1978 was 5800. The management claims that only 4 per cent of the workmen have not accepted the ACEU settlement.

19. According to the Guild this large number of workmen accepted the ACEU settlement on account of the force of circumstances. It is suggested that on account of passage of time this large number of workmen were forced to accept the settlement. There is no suggestion that this large number of workmen were forced to accept the settlement on account of threats or force. Not a single workman is examined to prove this. As a matter of fact, there is no allegation to that effect. It is thus established that even though initially a large number of workmen had not accepted the ACEU settlement, by the time this reference is being disposed of admittedly only 344 workmen have not accepted the ACEU settlement. Those who have accepted the settlement have clearly stated in writing that the ACEU settlement, be made applicable to them.

20. The next question is whether the ACEU settlement is just fair and reasonable and whether an award should be made in terms thereof. Mr. Damania reiterated his contention that this Tribunal should not and cannot dispose of this reference by merely finding that the ACEU settlement is just and fair and passing an award in terms thereof if the same was found to be just and fair. He pointed out that this Tribunal has to pass an award taking into consideration both the package offer and the charter of demands of the workmen submitted by the Guild. I have already dealt with this contention in my order dated 14-7-1982 while disposing of the preliminary issue. I have referred to that order in para 12 above. Without prejudice to this contention on the question whether the settlement was fair and reasonable Mr. Damania submitted as follows :—

- (i) The impugned settlement is not valid as it is in breach of the agreement reflected in the letter of the management dated 5-12-1977 (exhibit E-1) under which, till the finalisation of the secret ballot to decide the representational status, no agreement was to be finalised by the management with any Union claiming representation of the categories concerned (non-technical and a few technical workmen)
- (ii) ACEU had no majority of membership to represent the categories concerned at the time of entering into the settlement. The Guild had the majority of the workmen in the categories concerned
- (iii) The Guild has entered into settlement with the management on 17-2-1979 for interim relief. The majority of the workman accepted "on account payment" under this settlement. The majority of the workmen did not accept the "on account payment" under the ACEU settlement.
- (iv) The justness and fairness of the settlement has to be decided on consideration of the fact as to how that settlement goes to meet the demands of the workmen.
- (v) Industry-cum-region basis has to be applied even though there may not be categories comparable to the categories of pilot, flight engineers, etc., in other industries in the region. But, the categories of clerks, peons, loaders, typists, machine operators, etc., are to be found in the other industries also. Industry-cum-region formula should therefore, be applied for such categories. There should be no inequality in the wages which are available to such categories in other Private Sector and Public Sector Undertakings. Social justice is a part of industrial law also as held by the Supreme Court in 1963 II L J 436. There is wide disparity in the pay scales prevailing in some Public Sector Undertakings and the pay scales fixed under the ACEU settlement
- (vi) The fairness and the justness of the settlement has to be judged on its own intrinsic merit
- (vii) There was no wage revision for the last 16 years. The increase in the wage packet offered by the ACEU settlement is not adequate.
- (viii) Merely because majority have accepted the benefits under the settlement there is no presumption that the settlement is just and fair. Even if 99 per cent of the workmen accepted the settlement it must be shown to be just and fair.
- (ix) The workmen have accepted the ACEU settlement and the benefits thereunder on account of force of circumstances. That fact is not sufficient to hold that the settlement is just, fair and reasonable
- (x) ACEU has issued a circular dated 24-7-1982 expressing therein dis-satisfaction in respect of the terms and conditions of service prevailing in Air-India. It shows that one of the parties to the settlement is not happy with the settlement.

(xi) The circumstances that settlement on the same terms and conditions is accepted by the workmen of Indian Airlines should not be given importance because the Union representing Indian Airlines workmen is the same viz ACEU.

(xii) Pension scheme and group insurance scheme has not been accepted by the Government of India. This was essentially a part of the settlement. This essential part of the settlement has fallen through. As the settlement is not accepted as a whole no award can be passed in terms thereof.

(xiii) The management was a party to the joint reference and cannot now urge that there should be an award in terms of the settlement which is exactly the same as the package offer of the management and the management cannot urge that there should be no adjudication on the charter of demands submitted by the Guild.

(xiv) The charter of demands submitted by the Guild has to be adjudicated upon in this reference

21. As against this Mr. Kaka for Air-India made the following submissions:—

- (i) This is a case of patent rivalry between the two Unions. ACEU terminated the previous settlement, which was in operation till 31-3-1978, on 1-2-1978 and submitted the charter of demands on 1-4-1978 i.e. immediately after the expiry of the previous settlement. In spite of the management's insistence the Guild did not submit its charter of demands till 30-1-1979. They only insisted upon interim relief. The charter of demands of the Guild contains exorbitant demands. After the management entered into settlement with ACEU the Guild adopted agitational approach and indulged in acts of threats and violence. The management was therefore, compelled to enter into the settlement with the Guild dated 17-2-1979 conceding the demands for interim relief and for making a joint reference to the Government.
- (ii) No secret ballot could be held as suggested by the Minister for Tourism and Civil Aviation (vide letter exhibit E-1) as the other Unions did not accept the suggestion for secret ballot. The Guild submitted its charter of demands on 30-1-79 making exorbitant demands. The previous agreement expired on 31-3-1978. The management, therefore, entered into settlement with ACEU. It is neither invalid nor illegal.
- (iii) The Guild had no majority of membership as on 2-2-1979.
- (iv) A large number of workmen accepted the ACEU settlement and issued a writing in token of the acceptance during the pendency of this reference. Only four per cent of the workmen have not accepted the settlement. There is, therefore, now no industrial dispute and an award has to be passed in terms of that settlement ignoring the objection of a very small minority.
- (v) Even though there was no wage revision for 16 years there were increases in the pay packets in 1971, 1973, 1974 and 1975, by way of additional dearness allowance etc. There is substantial increase in the pay packet now at an average of 14 per cent at the minimum and the maximum level. There are corresponding increases in the allowances
- (vi) The financial position of the Corporation is not satisfactory. If the Guild's demands are concerned the additional burden would be 12 crores per year for payment of wages of the categories concerned which represents only one third of the total workmen under the Air Corporation

- (vii) The identical categories in Indian Airlines have accepted the settlement on similar terms. Two Corporations viz., Air-India and Indian Airlines form one common unit as observed by the Supreme Court in 1981 II L.L.J. 314 at page 316. The award delivered by Justice Khosla in 1966 recommended that there should be parity of emoluments in Indian Airlines and Air-India in respect of identical categories. If ACEU settlement is not accepted as fair and reasonable there will be demand for higher emoluments and service conditions by employees of Indian Airlines and other employees of Air-India in whose cases similar settlements are reached.
- (viii) The pay scales under ACEU settlement compare favourably with the pay scales in many Public Sector Undertakings. Industry-area-region formula is to be applied in comparable concerns only.
- (ix) The financial capacity of the employers has to be considered while considering the question whether the settlement is fair and just. Air-India and many other International Airlines are running in loss. (In this connection Mr. Kaka has placed on record the report of the International Air Transport Association).
- (x) Even though the management agreed to make a joint reference the management can now contend that the majority have accepted the settlement and that therefore there is no industrial dispute now.
- (xi) The circular of ACEU relied upon for the Guild does not say that the ACEU settlement is unsatisfactory. That circular is issued after the expiry of the period of the present settlement and after the submissions of the fresh demands.
- (xii) there is no dispute now and, therefore, the reference lapses, 1963 II L.L.J. 647.

22. I shall first advert to the broad features of the ACEU settlement. The ACEU settlement (exhibit E-8) was arrived at on 2-2-1979 under Section 2(p) of the I.D. Act. There is no dispute that that settlement is effected in the prescribed manner and satisfies all legal requirements. This settlement was in respect of workmen in ten non-technical categories and four technical categories. The settlement had retrospective effect from 1-4-1978, except for the payment of computer allowance and promotions of clerical cadre which came into force from 1-1-1979. The settlement begins with short recitals of the case. It is pointed out, inter alia, in these short recitals that the management of Indian Airlines and their workmen concerned have already arrived at a settlement dated 9-1-1979 in the course of conciliation proceedings and it is further stated that ACEU and a sizeable number of the workmen have been insisting upon the management to sign the settlement on similar terms and conditions of service as are agreed upon between the management of Indian Airlines and their workmen concerned. It is further stated in these short recitals that the Guild had made unreasonable and exaggerated demands and that the Guild was not ready and willing to sign any fair and just settlement with the management in the course of the conciliation proceedings. Under this settlement the existing dearness allowance and additional dearness allowance (1974) were merged with the existing basic pay. However, variable dearness allowance (ADA 1975) as per the settlement of 1975 was to continue. The settlement was entered into subject to the approval of the Central Government. Ultimately, the Central Government had approved the settlement subject to the exclusion of the group insurance scheme and the superannuation pension scheme. The management claims that this settlement gives an increase of about 14.18 per cent in the emoluments of the workmen. Annexure 'A' to the first affidavit of Mr. Rao shows the increase in the emoluments at the minimum and maximum levels. That there has been an increase in the emoluments has been admitted by Mr. Ghalib in para 21 of his cross-examination. As a result of the revision in the pay scales the workmen have become entitled to corresponding increase in allowances which are related to basic pay, such as special allowance, house rent allowance, transport allowance, shift allowance, duty allowance, city compensatory allowance and other allowance

mentioned in para 9 of the first affidavit of Mr. Rao. There is a nomenclature formula set out in the settlement as a result of which a large number of workmen will be getting the benefits of being placed at higher stage in the revised scales of pay. The workmen concerned have got the further benefits under the said settlement viz. (i) city compensatory allowance, (ii) productivity allowance, (iii) computer allowance, (iv) increase in washing allowance, etc. (See para 11 of the first affidavit of Mr. Rao). For the purpose of calculating the contribution to be made to provident fund the basic pay and dearness allowance payable under the Khosla award and certain other allowance are taken into account. Variable dearness allowance is also now included in the provident fund pay whereas earlier it was not so included. The special allowance is calculated at 15 per cent of provident fund pay. Since variable dearness allowance is now included in the provident fund pay, the quantum of special allowance has also correspondingly increased. The Corporation's contribution to the provident fund which is based on provident fund pay has also correspondingly increased. The licence fee payable by the workmen to whom residential accommodation was provided was at the rate of 10 per cent of provident fund pay. The settlement now provides that licence fee in respect of employees in grades 1 to 9 will be charged at 7-1/2 per cent of the revised basic pay subject to a maximum of 7-1/2 per cent at the midpoint of the scale. In the pay scales before the settlement, in the pay scale of Rs. 100-190 the rates of increment were at the rate of Rs. 5 between Rs. 100 and Rs. 150 and thereafter Rs. 10 between Rs. 150 and Rs. 190. In other words, the rate of increment for the first ten years was at the rate of Rs. 5 and for the remaining period of four years it was at the rate of Rs. 10 per month. In the revised pay scale the rates of increment are Rs. 5 for the first six years and Rs. 10 for next eight years. An employee in the revised grade now draws a higher rate of increment of Rs. 10 per month from the seventh year whereas in the pre-revised scale he used to draw the higher rate of increment of Rs. 10 only after the completion of ten years service. There has been an improvement in the rates of increment in the revised grades in respect of other pay scales also. (See para 5 of the second affidavit of Mr. Rao).

23. Paragraph 2.3 and 2.4 and 2.5 of the settlement relate to promotion. The scheme of promotion set out in the settlement was later on liberalised as stated in the letter of the management dated 9-2-1979 (annexure 'I' to the second affidavit of Mr. Rao). It was decided that there will be a senior category of Rs. 320-475 and 25 per cent of the workmen in the revised pay scale of Rs. 250-360 are to be promoted to this senior category. Ten per cent of the workmen in the revised pay scale of Rs. 250-360 were to be promoted to the revised pay scale of Rs. 320-550 (head category). These promotions were to take place from 1st April of every year. The contention of the Guild that all the demands made by ACEU were not considered by the management is met by pointing out in para 11 of the second affidavit of Mr. Rao, that ACEU settlement is a package settlement and, therefore, there could be no question of setting each demand separately.

24. The management has placed on record the burden statement at exhibit E-9A. It is stated there that the annual financial burden as a result of the ACEU settlement would come to Rs. 106.76 lakhs plus Rs. 5 lakhs by way of gratuity liability. In the same settlement it is pointed out that the annual financial burden that the management would have to bear as a result of the charter of demands submitted by the Guild would be Rs. 1,215.78 lakhs. It is pointed out for the management that the number of workmen concerned in this reference would constitute only one-third of the total number of workmen in Air India.

25. It was contended for the Guild that from 1966 to 1978 the basic pay structure i.e. pay scales continued to remain the same. It is, therefore, submitted for the Guild that the benefits conferred by the ACEU settlement are not adequate. It is pointed out on behalf of the management that though there was no increase in the basic pay after 1966 there were increases in wages in various forms in the year 1971, 1973, 1974 and 1975. These settlements are placed on record at exhibit E-6 collectively. Under these settlement additional dearness allowance or some allowances have been granted in favour of the workmen.

26. In reply to the argument advanced by Mr. Damania on behalf of the Guild that the scales of pay in some other Public Sector Undertakings are higher, Mr. Kaka, the learned counsel for the management, submitted that the revised scales of pay under the ACEU settlement compare favourably with the scales prevailing in many other Public Sector Under-

takings, for similar categories. The management has filed the tabulation statements in respect of the pay scales in various Public Sector Undertakings and they are collectively marked as exhibit E-43. Mr. Damania, the learned counsel for the Guild, referred particularly to the pay scales prevailing in Shipping Corporation of India Limited, Oil and Natural Gas Commission, and B.E.S.I., Bombay.

27. Now, so far as Air-India is concerned, the total wages at the minimum stage, including an allowance of a clerk come to Rs. 657 and the total wages at the maximum stage come to Rs. 984 (see page 17 of exhibit E-43). In case of a senior clerk these corresponding figures would be Rs. 903 and Rs. 1450. (See page 19 of the statements at exhibit E-43) The management has filed on record the particulars of pay scales prevailing in Shipping Corporation. They have produced a copy of the letter of the Manager of Shipping Corporation of India, Bombay, dated 2-3-1983 at exhibit E-43. It appears that there are different scales of pay in Shipping Corporation, one for the old employees which are pre 1975 pay scales and the other pay scales are for the employees recruited from 1977 or so. The total wages of a clerk under pre January 1975 pay scales at the minimum stage come to Rs. 777 and at the maximum stage Rs. 1145. It is pointed out for the management that under the old scales approximately a very high dearness allowance was granted to the employees by Shipping Corporation in the pre January 1975 pay scales. It appears from the statements supplied by the Manager of Shipping Corporation (see file exhibit E-43) that a clerk whose minimum basic pay was Rs. 132 was granted the dearness allowance of 545. The pay of the clerk at the maximum was Rs. 530 and the dearness allowance granted to him was Rs. 1100. So far as the peon was concerned, the pay at the minimum stage as on 1-4-1978 was Rs. 733 and at the maximum was Rs. 954.65. At the minimum stage it includes dearness allowance of Rs. 545 and at the maximum stage it includes dearness allowance of Rs. 663.65. A peon in Air-India under the revised pay scales gets Rs. 560 as total wages at the minimum level and Rs. 716 at the maximum level, as on 1-4-1978. A senior peon gets Rs. 667 as the total wages at the minimum stage and Rs. 862 at the maximum stage. Now a clerk employed after 1-1-1977 in the Shipping Corporation, is given the total wages of Rs. 655. This includes a consolidated salary of Rs. 500 and interim relief of Rs. 155. (See page 23 of exhibit E-43). A peon employed after 1-1-1977 gets the total wages of Rs. 575 per month. This includes Rs. 300 as the consolidated salary and Rs. 275 as interim relief. It appears that these wages are now the subject matter of the reference. It is true that the wages of clerks and peons under the old scale of Shipping Corporation are much higher. However, it is pointed out for the management that Shipping Corporation is not shown to be a comparable concern. Further it is pointed out that the case of Shipping Corporation is an exceptional case not in line with other Public Sector Undertakings. It is also pointed out that the old scales of pay are discontinued from 1977 and instead wages are now paid on ad-hoc basis. It appears that the question of pay scales in the case of these new employees is now referred to the State Industrial Tribunal.

28. Now, coming to the pay scales in Oil and Natural Gas Commission the total wages of a clerk at the minimum stage come to Rs. 785 and at the maximum stage Rs. 1281 as on 1-4-1978. (See page 20 of exhibit E-43). It is pointed out for the management that this total wages include drilling allowance and transport allowance which come to Rs. 110 at the minimum stage and Rs. 165 at the maximum stage. It is pointed out for the management that even though transport allowance is not given to the workmen in AIR India free transport arrangements are made for them. If drilling allowance and transport allowance are excluded, a clerk in Oil & Natural Gas Commission would get Rs. 675 at the minimum level. A clerk in Air-India gets Rs. 657 at the minimum level under the ACEU settlement. So far as peon is concerned, the total wages in Oil & Natural Gas Commission as on 1-4-1978 appear to be less both at the minimum as well as at the maximum stage. It appears that the total wages of a clerk in Oil & Natural Gas Commission as on 1-4-1979 are worked out by Air-India at Rs. 997. (See page 8 of exhibit E-43). It includes drilling allowance of Rs. 79 and transport allowance of Rs. 50. This is sought to be explained on behalf of the management that there must have been a revision of pay scales applicable for that year.

29. The Guild has produced a leaflet titled as "This is what costs you per best employee". There the costs of a clerk is shown as Rs. 1606.34. The grade of clerk is Rs. 100-650. This costs of Rs. 1606.34 is worked out in respect of a clerk whose basic pay would be Rs. 375 i.e. the mean of the grade. It appears that there is a system of "leave reserve" and this cost at Rs. 1606.34 include costs of Rs. 196.24 as leave reserve. Now, the management has prepared a statement showing what a clerk in the pay scale of Rs. 320-575 would cost to AIR India. It is at page 32 of exhibit E-43. The costs worked out is Rs. 1,542.70. The costs worked out per clerk in BEST is of a clerk whose pay would be Rs. 375 (mean of the grade). If expenses of Rs. 196.24 towards "leave reserve" are excluded the costs per clerk for BEST would come to Rs. 1410.10. This includes leave travel assistance of Rs. 33. It is pointed out for the management that in place of leave travel assistance, Air-India employees have got free travel passage facility on Air-India routes.

30. No other instances of Public or Private Sector Undertakings have been pointed out on behalf of the Guild. Even in respect of Shipping Corporation, Oil & Natural Gas Commission and BEST, the total wages of the categories of only clerk and peon are pointed out. This is because there are no other comparable categories in these other Public Sector Undertakings. Now, we are concerned with the question whether the ACEU settlement on the whole is a just and fair settlement. A little difference in the total wages of the clerks and peons would, in my opinion, not help the Guild in showing that the wages under the settlement are inadequate. It does appear from the statements regarding scales of pay in other Public Sector Undertakings (Vide exhibit E-43) that the scales of pay of peons and clerks at the maximum stage are more in the case of some Public Sector Undertakings, than the scales of those categories at the maximum stage in Air-India. However, as is observed in Herbersons case the settlement has to be judged not by the yardstick adopted in scrutinising an award in adjudication proceedings. This point about the scales at the maximum stage being less, the management may have to keep in mind while arriving at next settlements or adjudication proceedings if any.

31. It was then urged on behalf of the Guild that the percentage of the expenses on the wages of the workmen to total operating expenses has gone down. It is pointed out for the management that the total operating expenses of Air-India have increased recently mainly because of the rise in the prices of fuel and petroleum products. It is submitted that even though the percentage of the salaries to total operating expenses might have gone down the salaries have not been decreased. It is pointed out in para 54 of the written statement that as a result of various agreements there has been increase in the total wage packet.

32. It is submitted for the management that the financial position of a concern is of prime importance in fixing or revising the wage structure. Except for minimum wage, it is argued that it would be a most important factor to be borne in mind by an Industrial Tribunal. It is submitted in para 30 of the written statement that the increase in revenues in respect of this Corporation and other International Airlines are not keeping pace with the increased operating costs. The management has placed on record the balance-sheets for the years 1976-77 to 1980-81. They are marked as exhibit E-11 collectively. It is pointed out from these balance-sheets that there is a net loss of Rs. 15.08 crores during the year 1979-80 and that there is a loss of Rs. 21.30 crores in the year 1980-81. Mr. Rao in his deposition stated that these balance-sheets are correctly prepared. It appears that there was a total profit of Rs. 34.88 crores in the year 1978-79 and a total profit of Rs. 28.44 crores in the year 1977-78. It is argued on the basis of these figures that for the four years beginning from 1977-78 on an average there is a profit of Rs. 7 crores per year. It is further pointed out that the financial burden on account of the ACEU settlement would be about Rs. 1.11 crores per year. It is submitted that the total number of workmen covered by the settlement are nearly one-third of the total workmen. It is further pointed out that the financial burden that the management would have to bear if the demands of the Guild

are conceded fully would be Rs. 12 crores per year and that too for one-third of the total workmen of the Corporation.

33. It is pointed out in para 33 of the written statement of the Corporation that a sum of Rs. 2.60 crores was payable to the Government as interest at the rates ranging from 6-1/2 per cent to 10-1/2 per cent per annum for the year 1979-80 on loan capital viz., 50 per cent of the total capital provided by the Government of India. This amount is yet to be paid to the Government. Extension of time has to be taken from the Government for payment of this interest. It is further stated that the interest and other charges on Dollar borrowings for purchase of Boeing-747 aircraft amounted to Rs. 12.06 crores for the year 1979-80. It is further stated in para 34 of the written statement that as on 31-3-1980 a sum of Rs. 104.46 crores was still outstanding and repayable by the Corporation respect of Dollar loans taken by it from foreign commercial banks for the purchase of Boeing-747 aircraft. In para 36 of the written statement are shown the anticipated repayments to be made of the principal amount of the loans and anticipated payment of interest. In para 37 it has been stated that there had been increase of Rs. 4.69 crores in the expenditure on pay and allowances, provident fund, bonus and gratuity during 1979-80 as compared to the previous year. In para 45 of the written statement it is stated that the Corporation is forced to purchase wide bodied jets in order to remain competitive in the international field. It is submitted for the management that if the Corporation spends the earnings through payment of unjustified increases in salaries and other emoluments there would be no scope left for expansion. In short, the management has been trying to make out the case that it is passing through difficult times and, therefore, the wage revision and increase in allowances, etc., as incorporated in the ACEU settlement should be taken as just and fair.

34. It is pointed out for the management that the total number of workmen of similar categories in Indian Airlines at the material time was about 10,000. A strong reliance is placed upon the circumstance that a settlement was arrived at on 9-1-1979 between the management of Indian Airlines and the workmen in similar categories represented by ACEU and that settlement was exactly on the same terms in respect of pay scales, etc., as the ACEU settlement. It is pointed out that all the workmen of Indian Airlines have accepted that settlement. That settlement has been approved by the Central Government and implemented by Indian Airlines. In para 15 of the first affidavit of Mr. Rao it is averred that National Industrial Tribunal consisting of Shri Justice Khosla for adjudication in Reference No. NIT-1 of 1964 was set up and the Government had referred the following matter to that Tribunal:—

"What relationship, if any should the wage structure of Air-India bear to the wage structure of Indian Airlines with reference to comparable categories of workmen performing similar functions?"

In dealing with this item, the National Industrial Tribunal in Part-II of its Award dated 28th January, 1966, observed as follows:—

"I would, therefore, say that there should be parity or near parity between the workmen of Air-India and the workmen of Indian Airlines with regard to comparable categories of workmen performing similar functions. In the case of Air-India the Flight Crew are entitled to an additional Overseas Operations Allowance to which the Pilots of Indian Airlines will not be entitled. The engineering staff of both the Corporations perform similar duties and their wage structure should be the same. With regard to the ground staff, the wage structure of workmen at Bombay and at Delhi are to be the same but elsewhere minor differences may exist because of local conditions."

The National Industrial Tribunal in Part-II of its said Award also stated that the two Corporations, viz., Air-India and Indian Airlines, are both air transport industries, that both the Corporations operate in the Public Sector and the funds are provided by the Central Government and that the two Corporations are so similar in their constitution and in their objective that there should be not only a similarity in their wage structure but also as close a parity as it is possible to maintain, having regard to the local and other conditions.

Having regard to the above findings contained in Khosla Award it is argued for management that if this Tribunal makes an award which is in any way different from the ACEU settlement, which is the same as the package offer made to the Guild, then it will result in disturbance of parity between Air-India and Indian Airlines in regard to wage structure and emoluments as directed by the Khosla Award and will amount to breach of the provisions of the said Award.

35. Mr. Kaka, the learned counsel for the management, relied upon the decision of the Supreme Court in 1981 II L.L.J. 314 between Air-India and Nergesh Meerza and others, in support of his submission that the two Corporations viz., Air-India and Indian Airlines form one single unit controlled by the Central Government under the 1953 Act. Mr. Damania, the learned counsel for the Guild, submitted that the workmen concerned in Indian Airlines have been represented by the same Union viz., ACEU and that, therefore, no much importance should be given to the fact that the workmen in Indian Airlines have accepted the settlement under similar terms. The fact, however, remains that a large number of workmen in Indian Airlines have accepted the settlements which are on the same terms and conditions as the settlement in respect of comparable categories in Air-India. Those settlements are collectively marked as exhibit E-13. The circumstance that a large number of workmen in Indian Airlines have accepted the settlements on the same terms and conditions is one of the substantial circumstances in favour of the management in its attempt to show that the ACEU settlement is just and fair.

36. Mr. Damania, the learned counsel for the Guild, submitted that one of the parties to the settlement viz., ACEU is also not happy with this settlement. It appears that after the present settlement was terminated by ACEU some time after 30-9-1981, ACEU wanted revision in emoluments and service conditions.

In support of its demands ACEU issued a circular dated 20-7-1982. It appears that the Minister of State for Finance had observed that the wage proposals should be suitably linked with productivity, performance and production and that any demand made by the Unions should not be accepted with retrospective effect. It appears that ACEU had issued this circular in protest against these observations. This circular, however, does not refer to the impugned settlement. On the contrary, ACEU filed their statements in this proceedings and supported the settlement. Their learned counsel, Mr. Anchan, who argued on their behalf also at the time of arguments submitted that the settlement was just and fair and an award should be passed in terms thereof.

37. Now, I shall advert to some of the decisions relied upon by Mr. Kaka, the learned counsel for the Corporation. Mr. Kaka invited my attention to the decision of the Industrial Tribunal, Maharashtra, in the case of Standard Drum and Barrel Manufacturing Company, Bombay v. Its workman (other than clerks) (1961 I L.L.J. 130). That was a case where there was a joint application by the Company and the Union under Section 10 (2) of the I.D. Act, for reference. It was argued for the Union that the company had waived its right to raise a preliminary objection as to the maintainability of the reference. That objection was over-ruled with the following observations:—

"I have shown from the two versions about the history of the dispute that the company was practically forced to make a joint application for reference in the face of a strike which had been staged by the workmen. The procedure under S. 10(2) is resorted to for a speedy reference. The parties appear before the conciliation officer, make an application that certain demands may be referred to an industrial tribunal for adjudication and the reference is made. And when there is a strike on, the company thinks it wise to bring the strike speedily to an end by agreeing to apply jointly for a reference. That does not, however, take away from the company its right to raise such objections as it can raise."

Mr. Kaka for the management submits that the management in the instant case agreed to make a joint application under similar circumstances.

38. Mr. Kaka then invited my attention to the decision of the Supreme Court in *Sirsilk, Ltd.*, and another v. Government of Andhra Pradesh and another (1963 11 L.L.J. 647). It was observed there:—

"Where such a settlement is arrived at between the parties to a dispute before the tribunal after the award has been submitted to Government but before its publication, there is in fact no dispute left to be resolved by the publication of the award. In such a case, the award sent to Government may very well be considered to have become infructuous and so the Government should refrain from publishing such an award because no dispute remains to be resolved by it."

In that case the State Government was directed not to publish the Award in view of the binding settlement arrived at between the parties under Section 18 (1) of the I.D. Act with respect to the very matters which were the subject matter of adjudication.

39. Reliance was also placed on the decision of *Amalgamated Coffee Estates v. their workmen* (1965 11 L.L.J. 110), in that case pending appeals before the Supreme Court, number of managements entered into settlement with most of their employees in regard to the matters covered by the award appealed against. Some of the Unions representing some of the employees were not parties to such settlement. They, however, accepted the payments made by the management under the terms of such settlement knowingly and voluntarily. When an application was made to dispose of the appeal in terms of such settlement, it was opposed on behalf of some of the workmen that the Unions representing them were not parties to the settlement and hence the appeal must be decided on merits so far as they were concerned. The Supreme Court called for a finding from the Industrial Tribunal, Madras, on the following issue:—

"In view of the fact that admittedly a large number of workmen employed by the appellants have accepted payments consistently with the terms of the agreements set up by the employers in their present petition, is it shown by the respondents that the said agreement is not valid and binding on them?"

The Industrial Tribunal submitted the finding that in every estate payments were made in terms of the settlement and such payments were voluntarily and knowingly accepted by the workmen. It also held that the terms of the settlement were fair. The finding of the Industrial Tribunal was accepted and the appeal was disposed of in terms of the settlement.

40. In the case between workmen of *Harrisons & Crosfield Ltd.* and *Harisons and Crosfield Ltd.* (1961 1 L.L.J. 61) a single judge of the Kerala High Court observed:—

"It is a well settled principle of industrial law that a minority shall not be allowed to jeopardize the rights of the majority."

Reliance was placed in this behalf on the decision of the Supreme Court in *Amalgamated Coffee Estates* (supra). It was further observed:—

"It is also the duty of the tribunal to adjudicate the dispute referred to him in accordance with the settlement, if any, even if it be one arrived at during the course of the adjudication proceedings."

Referring to the facts of the case, it was observed in this case:—

"It would follow that the settlement effected between respondent 1 and the majority of its workmen regarding salary and gratuity along with other matters and accepted by 362 workmen out of a total strength of 384 is binding on all the workmen."

In that case the workmen represented by the petitioner Union had left their trade union one after another and accepted individually the settlement which a large majority had already accepted. It was urged before the High Court that the workmen were influenced by respondent no. 1 to accept the settlement individually and that it was an unfair

labour practice. This contention was rejected with the following observations:—

"Generally speaking, this is the only method for the workmen to get themselves relieved from the tyranny of a trade union of which they are members, and for the management to establish industrial peace in the face of obstinate opposition from selfish and misleading labour leaders."

41. Reliance is then placed on the decision of the Supreme Court in *Herbertsons Ltd. v. the workmen of Herbertsons Ltd.* (1977 L.I.C. p. 162). In that case the company had preferred an appeal to the Supreme Court against the award dated 4-3-1970. The respondent no. 2, Bombay Mazdoor Sabha, claimed to represent the majority of the workmen and had submitted the statement of claim before the tribunal. The dispute was regarding wages and dearness allowance. During the pendency of this appeal before the Supreme Court, it appears that all the workmen of the company had resigned from the 2nd respondent Bombay Mazdoor Sabha, and joined the 3rd respondent, Bombay General Kamgar Sabha. The company on being requested to do so granted recognition to the 3rd respondent. On 18-19-1973 the company entered into a settlement with the 3rd respondent, Bombay General Kamgar Sabha. The 3rd respondent was substituted in the appeal before the Supreme Court in place of the 2nd respondent. The 2nd respondent resisted the petition of the company to decide the appeal in terms of the said settlement arrived at with the 3rd respondent. The Supreme Court made a preliminary order and sent the issue to the Industrial Tribunal for its finding within two months. The preliminary order was in the following terms:—

"In view of the fact that admittedly a large number of workmen employed by the appellant have accepted the settlement, is it shown by the 2nd respondent union that the said settlement is not valid and binding on its members and whether the settlement is fair and just?"

While deciding the matter the Supreme Court observed:—

"Since a recognised and registered union had entered into a voluntary settlement this Court thought that if the same were found to be just and fair that could be allowed to be binding on all the workers even if a very small number of workers were not members of the majority union."

In para 24 of this decision the Supreme Court observed that the question of adjudication has to be distinguished from a voluntary settlement. In para 25 of the decision the Supreme Court observed:—

"There may be several factors that may influence parties to come to a settlement as a phased endeavour in the course of collective bargaining. Once cordiality is established between the employer and labour in arriving at a settlement which operates well for the period that it is in force, there is always a likelihood of further advances in the shape of improved emoluments by voluntary settlement avoiding friction and unhealthy litigation. This is the quinescence of settlement which courts and tribunals should endeavour to encourage. It is in that spirit the settlement has to be judged and not by the yardstick adopted in scrutinising an award in adjudication."

42. In the case of *Tata Engineering & Locomotive Co. Ltd. v. Workmen* (1981 11 L.L.J. 429) the Supreme Court observed:—

"A settlement cannot be weighed in any golden scale and the question whether it is just and fair has to be answered on the basis of principles different from those which came into play where an industrial dispute is under adjudication. If the settlement has been arrived at by a vast majority of workmen with their eyes open and was also accepted by them in its totality. It must be presumed to be fair and just and not liable to be ignored merely because a small number of workers were not parties to it or refused to accept it or because the Tribunal thought

that the workers deserved marginally higher emoluments than they themselves thought they did."

43. Reliance is further placed upon the decision of the Madras High Court in *Vallamalai Estate v. Workers of Vallamalai Estate* (1973 1 LLJ 273). That was a case where a reference was made under Section 10(2) of the I.D. Act on a joint application by the management and the workmen represented by staff Union. It was observed in this case that the management was not estopped from contending that the person concerned was not a workman. The contention of the Union that it being a reference under Section 10(2) of the I.D. Act, the management could not take up such a contention was over-ruled.

44. Now, the facts established according to me from the material on record are that even though initially a large number of workmen accepted the on account payment under the settlement with the Guild dated 17-2-1979, in course of time a vast majority of the workmen have not only accepted the benefits under the ACEU settlement but they had expressly stated that that settlement may be made applicable to them. Further, 2763 members of ACEU accepted the 'on account payment under the ACEU settlement, (see exhibit E-9). Later on 2337 more workmen accepted the ACEU settlement. 1943 of these 2337 workmen stated (see annexure 'A' to exhibit E-12) that the ACEU settlement be made applicable to them and revised salary and other benefits be implemented in their case. 388 more workmen informed the management in similar terms as per annexure 'B' to exhibit E-12. Six more workmen also accepted the ACEU settlement under annexed 'C' and annexure 'D' to exhibit E-12. There is no evidence adduced on behalf of the Guild to show that any of these workmen were subjected to threat or force. In fact, no any workman who accepted the ACEU settlement is examined to prove such an allegation. I find that the ACEU settlement is just and fair. I have not accepted the contention raised on behalf of the Guild that it was entered into in flagrant violation of an assurance that no settlement would be entered into with any Union unless secret ballot was held. It is true that ACEU has not proved that it had the majority of the workmen concerned on the date of the settlement. However, the Guild has also not proved that it had the majority of membership of the workmen concerned as on the date of the settlement. They have not produced any record or membership register, etc. The Guild was held to have the majority of non-technical workmen but that too as on 1-10-1978. The present reference is in respect of non-technical and a few technical categories of workmen also. In the case of *Amalgamated Coffee Estates* (supra) pending the hearing of the appeals before the Supreme Court the settlement had been entered into. A large number of workmen had accepted the payments consistently with the terms of the settlement. The settlement having been found to be just and fair the appeals were decided in accordance with the settlement.

45. In the case of *Herbertson, Ltd.* (supra) the workmen represented by a certain Union left that Union had accepted individually the settlement which the majority had already accepted. Relying upon the Supreme Court decision in the case of *Amalgamated Coffee Estates* (supra), the Kerala High Court held that it was the duty of the Tribunal to adjudicate the dispute referred to him in accordance with the settlement if it be one arrived at during the course of the adjudication proceedings. In the case of *Tata Engineering & Locomotive Co. Ltd.* (supra) the Supreme Court observed that if the settlement has been arrived at by a vast majority of the workmen and was accepted by them in its totality it must be presumed to be fair and just and not liable to be ignored merely because a small number of workmen were not parties to it or refused to accept it. Applying the principles laid down in and the observations made in the decisions cited above I hold that the ACEU settlement is just and fair and an award should be passed in terms thereof. The period of operation of this settlement has already expired and it appears that the parties are negotiating another

settlement. This was also one of the considerations taken into consideration by the Supreme Court in *Herbertson's case*. On the material on record the settlement cannot be said to be highly unconscionable or grossly unjust on the face of it. As observed in *Herbertson's case* (vide para 26) I would have found it difficult to accept the settlement if it were found to be unconscionable and highly unjust.

46. Mr. Damania, the learned counsel for the Guild, in support of his submission that social justice is a part of industrial law and there should be no inequality in the scales of pay and the service conditions in the same region in the similar industries, invited my attention to the decision of the Supreme Court in the case of *J. K. Cotton Spinning and Weaving Mills Company Limited v. Labour Appellate Tribunal of India* (1963 11 LLJ 436), and pointed out to the case of *Shipping Corporation* in particular where the old scales of pay are much higher. However, as urged for the management the case of old scales of pay of *Shipping Corporation* has been an exceptional one. That Corporation is now trying to rationalise the old pay scales. By and large I find that the scales of pay and other service conditions as incorporated in the ACEU settlement cannot be said to be not just and fair, especially in view of the financial position of the Corporation during the relevant period.

47. Mr. Damania strenuously contended that the schedule to the reference required an adjudication on the demands made by the Guild. He submitted that even if a small minority makes certain demands the reference would not be incompetent. In support of his submission he relied upon the decisions in 1960 1 LLJ 491 (*Associated Cement Cos. v. their workmen*) and 1979 L.J.C. 585 (*Indian Oxygen Ltd. v. their workmen*). In the latter case the State Government had made the order of reference under Section 4K of the U.P. Act referring the dispute regarding variable dearness allowance for adjudication to the Tribunal. It appears that before this reference there was already a settlement with one Union. The dispute was raised by another Union. The question raised was whether the State Government was debarred from making a reference in view of the settlement entered into by the Union consisting of a majority of workmen. It was held by the Supreme Court that the State Government was not debarred from making a reference. The Supreme Court observed :—

"At any rate, this was not a matter at the threshold, and is essentially for the Tribunal to examine on the merits of the controversy."

We are in this case not concerned with the question whether the reference was competent. As pointed out in the case of *Indian Cable Co. Ltd. v. its workmen* (1962 1 LLJ 409) relied upon by Mr. Damania, an industrial dispute may be raised by a Union in minority also, if the dispute is one which affects workmen as a class. The question before us however is not whether the industrial dispute was properly raised and whether the reference is competent. The contention of the management is that the ACEU settlement is accepted by a vast majority of the workmen concerned; that only 4 percent of the workmen have not accepted it. No industrial dispute, therefore, survives for the decision of the Tribunal and an award should be passed in terms of the settlement ignoring the opposition of a very small minority. The decisions relied upon by Mr. Damania have no bearing on this point.

48. In the result, I record the settlement, exhibit E-8, and pass an award in terms thereof. The settlement exhibit E-8, annexed herewith shall form part of the record.

49. Award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer

ANNEXURE—'A'

Package offer made by the Management of Air India

1. Scale of Pay : Existing scales of pay will be revised as under : --

The revised scales have been drawn by merging the existing Dearness and Additional Dearness Allowance, (1974) in the existing basic pay.

Workmen in the existing Gr. 1 to 5

Revised Scale of pay

Rs. 100-5-150-10-190

Rs. 250-5-280-10-360

Rs. 130-5-150-10-190

Rs. 130-5-150-10-200-15-230

Rs. 150-10-200-15-230

Rs. 150-10-200-15-245-20-285

}

Rs. 320-10-360-15-405-20-425-25-475 (Sr. Category)

Rs. 150-10-200-15-245-20-345

Rs. 320-10-360-15-405-20-425-25-550

(Driver/Sr. Driver)

(Drivers and Head Categories)

Junior Operator/Operator

Rs. 230-15-245-20-385-25-435

Rs. 405-20-425-25-600-30-660

(Junior Operator)

(Sr. Drivers/Jr. Operators)

Rs. 245-20-385-25-560-40-640

Rs. 425-25-600-30-750-40-910

(Operator)

(Operators)

Workmen in the existing Gr. 6, 12 & 14.

Rs. 150-10-200-15-245-20-385-25-560-40-640

Rs. 320-10-360-15-405-20-425-25-600-30-750-40-910

(This scale will stand abolished with effect from 1-1-1979 except for workmen employed prior to 1-1-1979 who do not get promoted to scale of 525-25-600-30-750-40-910, for whom this scale shall continue as personal reference para 2.3 below)

Rs. 320-10-360-15-405-20-425-25-575

(All categories of Assistants and other categories in clerical cadres.)

Rs. 525-25-600-30-750-40-910

(Senior category of Assistants and other senior categories in clerical cadres)

Rs. 385-25-560-40-720

Rs. 600-30-750-40-950-50-1000

Rs. 435-25-560-40-720-50-870

Carpenters, Tailors, Plumbers, Masons etc.

Rs. 200-15-245-20-385-25-560-40-640

Rs. 375-15-405-20-425-25-600-30-750-40-910

Plant Technicians, Overseers :

Rs. 245-20-385-25-560-40-640

Rs. 425-25-600-30-750-40-910

(Plant Technicians)

Rs. 385-25-560-40-720-50-770

Rs. 600-30-750-40-950-50-1050

(Sr. Plant Technicians)

Rs. 410-25-560-40-720-50-920

Rs. 630-30-750-40-950-50-1200.

(Chargehand (Transport Section))

Rs. 640-40-720-50-1170

Rs. 910-40-950-50-1450

(Foremen (Transport Section))

2. In view of the merger of the existing D.A. and A.D.A. (1974) with the basic pay in the above scales of pay, D.A. and A.D.A. (1974) will cease to be paid to the workmen.

3. The revised scale of Rs. 320-910 equivalent to the existing scale of pay of Rs. 150-640 applicable to the non-technical categories will stand abolished from 1-1-1979. In its place, the following revised scales of pay will be introduced :-

- (i) The scale of pay of Rs. 320-575 in respect of Assistants and other clerical categories in non-technical cadres.
- (ii) The scale of pay of Rs. 525-910 in respect of Senior Assistants and Sr. Typists etc. in all clerical categories in the non-technical cadres.

Subject to the availability of vacancies only such workmen who have completed 10 years of continuous service in the grade of Rs. 325-575 and 4 years continuous service in the same grade by the workmen who start on basic salary of Rs. 230 - in the existing scale of Rs. 150-640 equivalent to Rs. 405/- in the revised scale of Rs. 320-575 would be eligible for consideration for promotion to the grade of Rs. 525-910 on the basis of Promotion Policy in vogue from time to time.

Where, however, any of the existing workmen i.e. workmen employed prior to 1-1-1979 do not get promoted to the scale of pay Rs. 525-910 on the basis of this understanding, they will continue in the revised scale of pay of Rs. 320-910 which will be personal to them.

4. Fitment :- The existing basic pay fixed Dearness Allowance and A.D.A. (1974) will be added up and if the total so arrived coincides with a stage in the revised scale of pay, the workmen will be fitted in that stage in the revised scale. In case of the total so arrived at does not coincide with the stage in the revised scale of pay, the workmen will be fitted in the next higher stage in the corresponding revised pay scale. The following examples will illustrate this formula:

Example 1 - Existing basic pay	Rs. 130	Scale of pay
		Rs. 100-190 Existing
D.A.	Rs. 65	
A.D.A.	Rs. 90	
	- - -	
Total	Rs. 285	
	- - -	

Fitment in the corresponding

Revised Scale	Rs. 290	Rs. 250-360- Revised
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(Since there is no stage of Rs. 285/- in the revised scale, the fitment has been done at Rs. 290/- which is next higher stage in the scale).

Example 2- Existing Basic Pay	Rs. 325	Rs. 150-640 Existing
D.A.	Rs. 80	
A.D.A.	Rs. 120	
	- - -	
Total	Rs. 525	
	- - -	

Fitment in the Revised Scale Rs. 525 Rs. 320-575 Revised

(Since the stage Rs. 525/- exists in the revised scale of pay, the fitment has been done at this stage.)

5. City Compensatory Allowance

The workmen will be paid City Compensatory Allowance @ 6% of this revised basic pay, subject to a maximum of Rs. 75/- per month. This will not count for Provident Fund, Special Allowance, House Rent Allowance or any other purpose.

6. Licence Fee :

The workmen allotted residential accommodation either in the Corporation's own Housing Colonies or any houses and flats leased/sub-leased and subsidised by the corporation will be charged @ 7½% of the revised basic pay, subject to a maximum of 7½% of revised basic pay at the mid point of the scale. This will be effective from 1st April, 1978.

7. Productivity Allowance :

The workmen will be paid Productivity Allowance at the following rates which will not count for P.F. Special Allowance, House Rent Allowance or any other purpose: -

Workmen in the revised pay scales of :—

Non-technical Categories/Carpenter, Tailor, Plumber, Mason etc :

Rs. 250-360	}	Rs. 20/-p.m.
Rs. 320-475		
Rs. 320-550		
Rs. 405-660		

Rs. 320-575	}	Rs. 25/-p.m.
Rs. 525-910		
Rs. 375-910		
Rs. 320-910		
Rs. 425-910	}	Rs. 30/-p.m.
Rs. 600-1000		
Rs. 660-1150		
Rs. 660-1150		

Technical Categories :

Rs. 425-910	}	Rs. 35/-p.m.
Rs. 600-1050		
Rs. 630-1200	}	Rs. 40/-p.m.
Rs. 910-1450		

8. Computer Allowance :

The following categories of workmen will be paid Computer Allowance @ Rs. 30 -p.m. w.e.f. 1st January, 1979 :—

- (i) Traffic Assistants
- (ii) Senior Traffic Assistants
- (iii) Chief Traffic Assistants
- (iv) Traffic Supervisors
- (v) Teleprinter Operators
- (vi) Sr. Teleprinter Operators
- (vii) Chief Teleprinter Operators/Telex Supervisors
- (viii) All workmen in M. S. Department in the revised pay scale of Rs. 320-575, Rs. 525-910, Rs. 320-910, Rs. 600-1060 and Rs. 660-1150 except Typists and Stenographers and Office Assistants and Sr. Office Assistants and such others who do not operate the Computer Equipment.

This Allowance will also be payable to any workmen of other Departments in the above grades, who may be required to actually operate the Real Time Computer Equipment. The workmen who are paid Computer Allowance shall not be entitled to Machine Allowance and where such Machine Allowance is presently admissible, it shall stand adjusted against the Computer Allowance.

9. Washing Allowance:

The existing rate of Washing Allowance will be increased from Rs. 8 to Rs. 15 p.m. Terms and conditions of payment of this allowance shall remain unchanged.

10. Variable Dearness Allowance (A.D.A. 1975):

Variable Dearness Allowance will count for the purposes of Provident Fund and calculation of Special Allowance. The terms and conditions of payment of Special Allowance will remain unchanged. This allowance will not count for the purpose of payment of House Rent Allowance or any other purpose except for which it is presently applicable.

11. Marginal adjustment:

The employees in all the pay stages falling between Rs. 320 and Rs. 525 in the revised scale of pay will be allowed a marginal adjustment of Rs. 20 p.m. The employees at the stage of Rs. 550, Rs. 575, Rs. 600, Rs. 630 and Rs. 660 will be allowed the marginal adjustment of Rs. 17, Rs. 14, Rs. 10, Rs. 5 and Re. 1 respectively. The marginal adjustment will count as Special Allowance for all purposes.

12. Subject to the approval of the Government, the Management agrees in principle, to the introduction of a Pension Scheme and Group Insurance Scheme for its workmen.

13. Except where otherwise stated or implied from the context, the settlement to be reached in pursuance of these proposals will come into force w.e.f. 1-4-1978 and will remain in force till 30th September, 1981.

14. The existing terms and conditions of service shall continue unaffected insofar as not modified by a settlement to be reached in pursuance of this understanding.

15. The Guild representatives would have to accept the terms and conditions of the Agreements as they exist and as they are being followed at present except those modified by the settlement to be reached in pursuance of these proposals.

16. The above proposals are subject to Guild's acceptance of the following productivity points:

17. Shift Pattern:

The Guild agrees that the shift pattern would have to meet the work, operational and maintenance requirements of the departments from time to time for better and efficient utilisation of manpower. Any new introduction/change in the existing pattern will be discussed and if need arise, may be referred to a Committee consisting of the representatives

from the Personnel and the concerned departments which will be discussed with the Guild representatives. In case no understanding is reached between the Guild and the Management representatives, the matter will be referred to the Head of the Department who will discuss with Union representatives and take a decision and endorse a copy to the Dy. Managing Director.

18 Overtime/work on off-Duty

The Guild accept the position that the Management has the right to require any workman to work overtime including work on holidays or off-days if the exigencies of work so require. Such overtime or work on off duty will be authorised by a Manager or a Supervisor nominated by the Management in this behalf from time to time at his discretion.

19. An employee may be called upon to work before the commencement of a shift due to exigencies of work. In such a case he will be paid overtime for the number of hours worked by him prior to the commencement of the shift.

20 Meal Breaks

The Guild would accept that break periods have to be flexible to suit operational requirements and handling of flights. Normally such break periods will fall between third and fifth hours of duty. Such breaks will be excluded from computation of prescribed working hours per week and to the extent the spread over timings would be increased. If the operational requirements and handling a flight require the workman to work during the rest/meal duty interval, the workman shall first attend to aircraft and to handling of flight and a part of rest/meal/tea interval only hereafter.

ANNEXURE-'B'

CHARTER OF DEMANDS

1 Interim Relief

All employees should be paid Interim Relief of Rs 200 per month with retrospective effect 1st April 1977.

2 Promotions

The standard force should be reviewed in consultation with the Guild by increasing the posts in the higher grade to the extent of 25 per cent. Standard force should be reviewed every alternate year. The promotion of employees should be strictly on the basis of seniority or service.

3 Conveyance Allowance

The present conveyance allowance of Rs 35 p.m. paid to all employees should be increased to Rs 100 p.m.

4 Productivity/Efficiency Allowance

All employees should be paid Productivity/Efficiency Allowance at the rate of Rs 75 p.m.

5 Housing and HRA

(a) All employees should be provided with suitable housing free of charge. For this purpose a suitable housing programme should be undertaken by the Management in consultation with the Guild with a view to providing housing to 75 per cent of the employees within five years.

(b) Employees should be given liberal loans for construction of houses on non dual ownership or cooperative basis without interest. For this purpose a sizeable separate fund should be established.

(c) All employees who have been given the benefit of housing should be paid HRA 25 per cent of the total salary.

6 City Compensatory Allowance

All employees should be paid CCA at the rate of 12 per cent of their total salary.

7 Airport/Hazard Allowance

All employees should be paid airport/hazard allowance at the rate of Rs 50 p.m.

8 Duty Allowance

The present duty allowance paid to the employees at 10 per cent could be enhanced to 20 per cent of the total salary.

9 Washing Allowance

All employees should be paid washing allowance at the rate of Rs 50 p.m.

10 Cash handling allowance

All employees who are required to handle cash should be paid cash handling allowance at the rate of Rs 40 p.m.

11 Driving Allowance

All employees who are required to drive vehicles/units or who have driving licence should be paid driving allowance at the rate of Rs 75 p.m.

12 Shift Allowance

The shift allowance paid to all employees at present should be increased to 10 per cent with a minimum of Rs 50 p.m.

13 Technical Pay

All employees who are paid Rs 30 p.m. as Technical Pay at present and who are recruited with technical qualifications/ background as also all Progress Clerks, Technical and Sr. Technical Assistants should be paid Technical Pay @ 20 per cent of the total salary.

14 Rifle Allowance

All Chowkidars, Sr. Chowkidars and Head Chowkidars should be designated as Security Guards and should be paid Rifle Allowance at the rate of Rs 50 p.m.

15 Radio Transmitter Allowance

All employees who handle Radio Transmitter installations should be paid Rs 75 p.m. as allowance. At present they are paid Rs 30 p.m. only.

16 Graduation/Diploma Allowance

All employees who are diploma holders should be given one increment in the scale. Those who are graduates 2 increments and who have post graduate degree should be given 3 increments.

17 Language Allowance

The employees who are paid foreign language allowance should be paid the allowance at double the rate. At present they are paid Rs 50 p.m. only.

18 Vacation Posting and Allowances

(a) The period of each vacation posting (both in and out of the country) should be 3 months only. All employees should be paid duty rate allowance only.

(b) The existing vacation posting allowance both in and out of the country should be increased by 100 per cent.

(c) The current list of vacation postings both inland and foreign should be scrapped and a new list of postings should be prepared based on seniority of service in each category in consultation with the Guild.

19 Provident Fund

All employees should be given the benefit of Provident Fund contribution at the rate of 10 per cent and an equal amount should be contributed by the Management. The interest rate should be increased to 10 per cent annum.

20 Overtime

All employees should be paid overtime on their total salary at double the rate. The present rate under which the first half an hour is not paid and the subsequent one hour is paid at 1 1/2 times should be scrapped.

21. Privilege Leave .

All employees should be granted the facility of encashment of privilege leave on full salary and the minimum leave period be reduced from 15 days to 7 days for availing encashment facility.

22. Leave Travel:

Leave travel concession should be granted to all the employees and their families at actual cost every year to any destination in India.

23. Employees Children .

One child per employee should be given employment in Air-India.

24. Promotion for lower categories:

All employees in the lower categories such as Peons/Cleaners possessing requisite qualifications should be promoted as Clerks/Storekeepers/ Catering Assistants etc. in Non-Technical category and Trainee Technician etc. in Technical categories.

25. Recruitment:

No direct recruitment should be made at the level of Asstt. Supdt. Stores, Asst. Station Supdt. Asstt. Personnel Officer etc. and AME II and III, Inspectors, AMF trainee, Cadet Hlt Engineer etc. and Management should provide suitable vocational training to the concerned employees for these posts.

26. Flying Allowance:

Flying allowance at present at the rate of Rs. 5 per hour should be increased and paid equal to the flying crew. In addition proper rest should be given to the employees after completion of the job on par with flying crew.

27. Insurance:

All the employees working at Airport/operational/hazardous areas should be provided insurance cover equal to flying crew.

28. Increments for stagnations .

All employees who have reached the maximum of their scale should be granted increment every alternate year at the last rate of increment.

29. Transport:

All employees should be provided transportation to the nearest railway station to their place of work i.e. V.T./Chunahute to Nariman Point. Vile Parle to NTB.

30. Medical Scheme:

All employees should be provided transportation from the Scheme. The employees covered under the FSI Scheme should be withdrawn from the said Scheme.

31. Temporary employees:

All employees who have worked in the Corporation for a period of more than 180 days should be made permanent in their respective category and given proper grade.

32. Increment to Senior Technicians:

One increment at the time of promotion from the category of Technician to the category of Senior Technician be given.

33. Machine Allowance :

Machine Allowance which is paid at present should be doubled and should be paid to all the Peons and Cleaners who operate any type of Corporation's Machine.

34. Ex-Servicemen:

The existing rules of the Corporation be amended to provide 2 increments to those "Ex-Servicemen" who have joined the Corporation after 9 years service and 3 increments to those who have joined 12 years service. The increments in the salary should be given to all sections of employees.

35. Education Allowance:

All employees should be paid an Education allowance of Rs. 50 per child.

36. Lunch Allowance:

All staff who are required to work during the break periods be paid a lunch/Meal Allowance equal to flying crew.

37. Compensation for extra hours:

Storekeepers, Progress Clerks and Cleaners working in the same Department, should be brought on par with other categories so far as working hours are concerned and in addition if they are required to work beyond 36 hours a week, they should be paid applicable overtime.

38. Computer Allowance:

All employees to be paid Rs. 50 as Computer Allowance which also should be counted for the benefit of Provident Fund.

10 per cent promotions should be given to all the categories of workmen.

As the business turn-over increases, there should be recruitment of staff in all cadre of Union category.

39. The existing DA I and DA II should be merged in the basic salary and after the merger the basic pay scales should be revised as under:—

40. Variable D.A.:

The rate of compensation in the existing D.A. Scheme should be increased to Rs. 2 per point instead of Rs. 1.30

Sl. No.	Existing Grade	Proposed Grade
1.	Rs. 100-5-150-10-190 (14 yrs)	Rs. 350-10-400-15-475-20-575 (15 yrs)
2.	Rs. 130-5-150-10-190 (8 yrs)	Rs. 400-15-475-20-575-25-700 (15 yrs)
3.	Rs. 130-5-150-10-200-15-230 (11 yrs)	Rs. 400-15-475-20-575-25-700-30-760 (17 yrs)
4.	Rs. 150-10-200-15-230 (7 yrs)	Rs. 430-15-475-20-575-25-700-30-760 (15 yrs)
5.	Rs. 150-10-200-15-245-20-285 (10 yrs)	Rs. 430-15-475-20-575-25-700-30-760-40-800 (16 yrs)
6.	Rs. 150-10-200-15-245-20-345 (13 yrs)	Rs. 485-15-530-20-630-25-755-30-815-40-895 (17 yrs)
7.	Rs. 230-15-245-20-385-25-435 (10 yrs)	Rs. 515-15-530-20-630-25-755-30-815-40-935 (16 yrs)

1	2	3	4	5
8.	Rs. 245-20-385-25-560-40-640	(16 yrs)	Rs. 530-20-630-25-755-30-815-40-935-50-1035	(17 yrs)
9.	Rs. 150-10-200-15-245-20-385-25-560-40-640**	(24 yrs)	Rs. 485-15-530-20-630-25-755-30-815-40-895-50-955	(19 yrs)
10.	Rs. 385-25-560-40-720	(11 yrs)	Rs. 755-30-815-40-895-50-1095-60-1335	(12 yrs)
11.	Rs. 435-25-560-40-720-50-870	(12 yrs)	Rs. 815-40-895-50-1095-60-1395-75-1470	(12 yrs)
12.	Rs. 200-15-345-20-385-25-560-40-640	(19 yrs)	Rs. 500-15-530-20-630-25-755-30-850-40-935-50-1085	(20 yrs)
13.	Rs. 245-20-385-25-560-40-640	(16 yrs)	Rs. 530-20-630-25-755-30-815-40-935-50-1035	(17 yrs)
14.	Rs. 385-25-560-40-720-50-770	(12 yrs)	Rs. 755-30-815-40-895-50-1095-60-1395	(13 yrs)
15.	Rs. 410-25-560-40-720-50-920	(14 yrs)	Rs. 785-30-815-40-895-50-1095-60-1395-75-1545	(15 yrs)
16.	Rs. 640-40-720-50-1170	(11 yrs)	Rs. 1095-60-1395-75-1920	(12 yrs)

**Stenographers, Traffic Assistants and such other categories who start with Rs. 230/- will be given a higher start of basic salary of Rs. 630/- in the above proposed grade.

ANNEXURE—'C'

CATEGORIES MENTIONED IN THE OFFER

NON-TECHNICAL CATEGORIES

1. Rs. 100-5-150-10-190.
 - 1A. Rs. 130-5-150-10-190.
 2. Rs. 130-5-150-10-200-15-230.
 3. Rs. 150-10-200-15-230.
 4. Rs. 150-10-200-15-245-20-285.
 5. Rs. 150-10-200-15-245-20-345.
 6. Rs. 150-10-200-15-245-20-385-25-560-40-640.
 7. Rs. 385-25-560-40-720.
 8. Rs. 435-25-560-40-720-50-870.
 9. Rs. 230-15-245-20-385-25-435 (Jr. Operators, Yard Supervisors)
 10. Rs. 245-20-385-25-560-40-640 (Operators)
- Carpenter, Tailor, Plumber, Mason and Sub-overseers
Rs. 200-15-245-20-385-25-560-40-640

TECHNICAL CATEGORIES (In Transport, Section, Civil Works & Properties Dept., Stores Dept., & Communication Divn.)

1. Rs. 245-20-385-25-560-40-640.
2. Rs. 385-25-560-40-720-50-770.
3. Rs. 410-25-560-40-720-50-920.
4. Rs. 640-40-720-50-1170.

EXHIBIT—E-8
FORM—H
(See Rule 58)
MEMORANDUM OF SETTLEMENT

Name of Parties:	AIR INDIA AND AIR CORPORATIONS EMPLOYEES UNION
Representing Employees:	Mr. P. V. Gole, Director of Personnel & Industrial Relations. Mr. R. M. Naik, Dy. Financial Controller.
Representing Workmen:	Mr. P.K. Majumdar, General Secretary, Air Corporations Employees' Union. Mr. V. M. Fernandes, Chairman, Air Corporations Employees' Union (Air India Region) Mr. B.W. Kalan, Regional Secretary, Air Corporations Employees' Union (Air India Region)

SHORT RECITALS OF THE CASE

WHEREAS the general terms and conditions of service of the workmen concerned are governed by the Settlement dated 13th October, 1975 entered into between the Management and the workmen concerned as represented by Air Corporations Employees' Union (hereinafter referred to as ACEU), the period of operation of which expired on 31st March, 1978 and subsequently ACEU has terminated the Settlement by a Notice dated 1-2-1978;

AND WHEREAS thereafter ACEU submitted a Charter of Demands dated 31st March, 1978 on behalf of the workmen concerned to the Management which was subsequently amended by ACEU vide their letter dated 15th April, 1978 in respect of which joint negotiations were held from time to time by the Management of Air India and Indian Airlines with ACEU from 31st August, 1978 onwards and in respect of which conciliation proceedings are pending before Shri K. Sharan, Dy. Chief Labour Commissioner(C) and during the course of conciliation proceedings Air India Employees Guild (hereinafter referred to as the Employees Guild) were also impleaded as a party who finally submitted a Charter of Demands dated 30th January, 1979 and this conciliation proceedings were thereafter held between the Management and the workmen concerned as represented by both the ACEU as well as the Employees Guild;

AND WHEREAS discussions in respect of the Charter of Demands have been held directly between the Management and the workmen concerned as represented by ACEU and also the Employees Guild in the course of conciliation proceedings from time to time, but it has not been possible to arrive at a settlement so far mutually acceptable to the workmen as represented by ACEU as well as the Employees Guild, although the workmen as represented by ACEU have finally agreed to the terms and conditions mutually settled and ACEU as well as a sizeable number of workmen are desirous of entering into a settlement on such mutually agreed terms and conditions;

AND WHEREAS there have been for a considerable time in the past rival claims by ACEU and the Employees Guild as regards the representation of each of them but the verification of membership as at present is still not complete with the consequence that it is not possible to arrive at a final conclusion as regards the extent of representation of the workmen concerned by ACEU and the Employees Guild and the verification proceedings are likely to still take consideration time;

AND WHEREAS as a consequence of adjudication of industrial disputes in the past between the Management and their workmen by the National Industrial Tribunal presided over by honourable Justice G.D. Khosla in February, 1966 in which Indian Airlines and their workmen were also impleaded as party envisaged similarity of terms and conditions of service of the workmen concerned employed with Air India and Indian Airlines and as the Settlements dated 18th March, 1971, 29th August, 1974 and 13th October, 1975 between the Management and the work-

men concerned, as well as the Settlements dated 2nd June, 1971, 10th Jan, 1972, 15th Feb., 1972 and 26th May, 1976 arrived at between the Management of Indian Airlines and their workmen concerned have laid down similar terms and conditions of service for such workmen;

AND WHEREAS the Management of Indian Airlines and their workmen concerned have already arrived at a Settlement, dated 9th Jan., 1979 in the course of conciliation proceedings before Shri K. Sharan, Dy. Chief Labour Commissioner (C) and A.C.E.U. and a sizeable number of workmen have been insisting upon the Management to sign settlements on similar terms and conditions of service as are agreed upon between the Management of Indian Airlines and their workmen concerned;

AND WHEREAS there has been considerable discontentment amongst the workmen concerned of AIR India after the signing of the Settlement between the Management of Indian Airlines and their workmen concerned in the course of conciliation proceedings on account of similar settlement not being signed between the Management of Air India and their workmen; and whereas AIR INDIA is a public utility service as defined under Industrial Disputes Act, 1947;

AND WHEREAS the Management of Air India are of the view that in the light of the aforementioned circumstances and the terms and conditions of service as agreed upon between the Management of Indian Airlines and their workmen concerned in the course of conciliation proceedings, it would be appropriate to enter into a settlement with the workmen concerned so that the workmen concerned are not deprived of the substantial benefits similar to those which have been agreed upon by the Management of Indian Airlines and their workmen and Air India and their workmen concerned generally are ready and willing to accept as just and fair these terms and conditions of service;

AND WHEREAS it has not been possible for the Management and their workmen concerned to sign a settlement accordingly in the course of present conciliation proceedings and as such it is considered necessary and proper both by the Management as well as the workmen as represented by ACEU to sign a settlement under section 2(p) of the Industrial Disputes Act, 1947, particularly when not only the members of A.C.E.U. amongst the workmen concerned but also a number of other workmen concerned are willing to accept these terms and conditions of service.

AND WHEREAS on account of the rival claims of ACEU and the Employees Guild and the unreasonable and exaggerated demands pressed by the Employees Guild and whereas the Employees Guild is not ready and willing to sign any fair and just Settlement with the Management in the course of conciliation proceedings;

And whereas in the circumstances and for the reasons aforementioned it is decided to enter into this Settlement accordingly on this the 2nd day of February 1979 on the following terms and conditions :

TERMS OF SETTLEMENT

1. Scope

1.1 This Settlement is only in respect of categories of workmen in the undermentioned existing scales of pay, hereinafter referred to as 'Workmen'.

NON-TECHNICAL CATEGORIES :

1. Rs. 100-5-150-10-190.
- 1A. Rs. 130-5-150-10-190.
2. Rs. 130-5-150-10-200-15-230.
3. Rs. 150-10-200-15-230.
4. Rs. 150-10-200-15-245-20-285.
5. Rs. 150-10-200-15-245-20-345.
6. Rs. 150-10-200-15-245-20-385-25-560-40-640.
7. Rs. 385-25-560-40-720.
8. Rs. 435-25-560-40-720-50-870.
9. Rs. 230-15-245-20-385-25-435 (Jr. Operators. Yard Supervisor).
10. Rs. 245-20-385-25-560-40-640 (Operators)

Carpenter, Tailor, Plumber, Mason and Sub Overseers

11. Rs. 200-15-245-20-385-25-560-40-640

TECHNICAL CATEGORIES (Plant Technicians, Sr. Plant Technicians, Works Inspector, Chargehand & Foreman)

12. Rs. 245-20-385-25-560-40-640.
13. Rs. 385-25-560-40-720-50-770.
14. Rs. 410-25-560-40-720-50-920.
15. Rs. 640-40-720-50-1170.

2. SCALES OF PAY :

2.1. The parties agree that the existing scales of pay shall stand revised as under. The revised scales have been drawn up by merging existing Dearness and Additional Dearness Allowance (1974) in the existing basic pay :

Workmen in the existing Grades	Revised scale of pay
1. Rs. 100-5-150-10-190.	Rs. 250-5-280-10-360.
1A. Rs. 130-5-150-10-190.	} Rs. 320-10-360-15-405-20-425-25-475 (Sr. Category).
2. Rs. 130-5-150-10-200-15-230.	
3. Rs. 150-10-200-15-230.	
4. Rs. 150-10-200-15-245-20-285	
5. Rs. 150-10-200-15-245-20-345 (Driver)	Rs. 320-10-360-15-405-20-425-25-550 (Drivers and Head Categories).
6. 150-10-200-15-245-20-385-25-560-40-640	Rs. 320-10-360-15-405-20-425-25-600-30-750-40-910. (This scale shall stand abolished with effect from 1-1-1979 except for workmen employed prior to 1-1-1979 who do not get promoted to scale of Rs. 525-25-600-30-750-40-910, for whom this scale shall continue as personal reference para 2.3 below).
	Rs. 320-10-360-15-405-20-425-25-575. (All categories of Assistants and other categories in clerical cadres).
	Rs. 525-25-600-30-750-40-910. (Senior category of Assistants and other senior categories in clerical cadres).
Rs. 385-25-560-40-720	Rs. 600-30-750-40-950-50-1000.
Rs. 435-25-560-40-720-50-870	Rs. 660-30-750-40-950-50-1150.
Junior Operator/Operator	
9. Rs. 230-15-245-20-385-25-435 (Junior Operator/Yard Supervisor)	Rs. 405-20-425-25-600-30-660 (Sr. Drivers/Jr. operators).
10. Rs. 245-20-385-25-560-40-640 (Operator)	Rs. 425-25-600-30-750-40-910. (Operators)
Carpenters, Tailors, Plumbers, Masons, Mukadams and Sub-Overseers	
11. Rs. 200-15-245-20-385-25-560-40-640	Rs. 375-15-405-20-425-25-600-30-750-40-910
Plant Technicians, Communication Technicians	
12. Rs. 245-20-385-25-560-40-640 (Plant Technicians, Communication Technicians)	Rs. 425-25-600-30-750-40-910.
13. Rs. 385-25-560-40-720-50-770 (Sr. Plant Technician)	Rs. 600-30-750-40-950-50-1050
14. Rs. 410-25-560-40-720-50-920 Charge Hand (Transport Section), Works Inspector.	Rs. 630-30-750-40-950-50-1200.
15. Rs. 640-40-720-50-1170 Foreman (Transport Section)	Rs. 910-40-950-50-1450.

2.2 The parties agree that in view of merger of the existing D.A. and the A.D.A. (1974) with the basic pay in the above scales of pay, D.A. and A.D.A. (1974) will cease to be paid to the workmen.

2.3 The parties agree that the revised scale of Rs. 320-910 equivalent to the existing scale of pay of Rs. 150-640 applicable to the non-technical categories shall stand abolished with effect from 1-1-1979. It is further agreed that in its place, the following revised scales of pay shall be introduced :—

- (i) The scale of pay of Rs. 320-575 in respect of Assistants and other clerical categories in non-technical cadres.
- (ii) The scale of pay of Rs. 525-910 in respect of Senior Assistants and Sr. Typist etc. in all categories in the non-technical cadres.

2.4 It is agreed that subject to availability of vacancies only such workmen who have completed not less than 10 years of continuous service in the grade of Rs. 320-575 and 4 years continuous service in the same grade by the workmen who start on basic salary of Rs. 230/- in the existing scale of Rs. 150-640- equivalent to Rs. 405/- in the revised scale of Rs. 320-575 would be eligible for consideration for promotion to the grade Rs. 525-910 on the basis of seniority subject to rejection of unfit according to Promotion Policy as applicable from time to time.

2.5 It is agreed that where however any of the existing workmen i.e. workmen employed prior to 1-1-1979 do not get promoted to the scale of pay of Rs. 525-910 under this Settlement, they will continue in the revised scale of pay of Rs. 320-910 which will be personal to them.

3. FITMENT :

3.1 The existing basic pay, dearness and additional dearness allowance (1974) will be added up and if the total so arrived at coincides with a stage in the revised scale of pay, the workman will be fitted in that stage in the revised scale. In case the total so arrived at does not coincide with a stage in the revised scale of pay, the workman will be fitted at the next higher stage in the corresponding revised pay scale. The following examples illustrate this formula :—

Example 1—Existing basic pay	Rs. 130	Scale of Pay
D.A.	Rs. 65	Rs. 100-190 Existing
A.D.A.	Rs. 90	
	<u>Rs. 285</u>	

Fitment in the corresponding

Revised Scale	Rs. 290	Rs. 250-360 Revised
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(Since there is no stage of Rs. 285/- in the revised scale, the fitment has been done at Rs. 290/- which is next higher stage in the scale).

Example 2—Existing Basic Pay	Rs. 325	Rs. 150-640-Existing
D.A.	Rs. 80	
A.D.A.	Rs. 120	
	<u>Rs. 525</u>	

Fitment in the Revised Scale	Rs. 525	Rs. 320-575 Revised.
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(Since the stage of Rs. 525/- existing in the revised scale of pay, the fitment has been done at this stage).

4. CITY COMPENSATORY ALLOWANCE

4.1 The workmen shall be paid city compensatory allowance @ 6% of the Revised basic pay, subject to a maximum of Rs. 75/- per month. This will not count for P.F., special allowance, H.R.A. or any other purpose.

5. LICENCE FEE

5.1 The workmen allotted residential accommodation either in the Corporation's own Housing Colonies or any houses and flats leased/Sub-leased and subsidised by the Corporation will be charged @ 7*% of revised basic pay subject to a maximum of 7½% at the mid point of the scale. This will be effective from 1st April, 1978.

6. PRODUCTIVITY ALLOWANCE

6.1 The workmen shall be paid Productivity Allowance at the following rates which will not count for P.F., special allowance, house rent allowance or any other purpose :
Workmen in the revised pay scale of :—

Non-Technical Categories/Carpenter, Tailor, Plumber, Mason, Communication-Technician/Sub Overseer

Rs. 250-360	}	Rs. 20/- per month
Rs. 320-475		
Rs. 320-550		
Rs. 405-660	}	Rs. 25/- per month
Rs. 320-575		
Rs. 525-910		
Rs. 575-910	}	Rs. 50/- per month
Rs. 320-910		
Rs. 425-910		
Rs. 600-1000	}	Rs. 50/- per month
Rs. 660-1150		

Technical Categories

Rs. 425-910	}	— Rs. 35/- per month
Rs. 600-1050		
Rs. 630-1200		— Rs. 40/- per month
Rs. 910-1450		— Rs. 50/- per month

7. Computer Allowance

7.1 It is agreed that the following categories of workman shall be paid Computer Allowance @ Rs. 30/- per month with effect from 1st January, 1979 :—

- (i) Traffic Assistants
- (ii) Sr. Traffic Assistants
- (iii) Chief Traffic Assistants
- (iv) Traffic Supervisors
- (v) Teleprinter Operators
- (vi) Sr. Teleprinter Operators
- (vii) Chief Teleprinter Operators/Telex Supervisors.
- (viii) All workmen in M.S. Department in the revised pay scale of Rs. 320-575, Rs. 525-910, Rs. 320-910, Rs. 600-1000 and Rs. 660-1150 except Typists & Stenographers and Office Assistants and Sr. Office Assistants and such other who do not operate the Computer equipment.

7.2 This allowance will also be payable to any workman of other Departments in the above grades, who may be required to actually operate the Real Time Computer equipment. The workmen who are paid Computer Allowance shall not be entitled to Machine Allowance and where such Machine Allowance is presently admissible, it shall stand adjusted against the Computer Allowance.

8. Washing Allowance

8.1 The existing rate of Washing Allowance shall stand increased from Rs. 8/- to Rs. 15/- per month. Terms and conditions of payment of this allowance shall remain unchanged.

9. Variable Dearness Allowance (A.D.A. 1975)

9.1 It is agreed that the Variable Dearness Allowance will count for purposes of Provident Fund and calculation of special allowance. The terms and conditions of payment of special allowance will remain unchanged. It is further agreed that this Allowance will not count for the purpose of payment of house rent allowance or any other purpose except for which it is presently applicable.

10. Marginal Adjustment

10.1 It is agreed that the employees in all the pay stages falling between Rs. 320 and Rs. 525 in the revised scales of pay shall be allowed a marginal adjustment of Rs. 20 per month. The employees at the stage of Rs. 550, Rs. 575, Rs. 600, Rs. 630 & Rs. 60 shall be allowed the marginal adjustment of Rs. 17, Rs. 14, Rs. 10, Rs. 5 and Rs. 1 respectively. The marginal adjustment will count as Special Allowance for all purposes.

11. The workmen agree that they would attend to all duties connected with or incidental to Real Time Computer System.

12. It is agreed that the arrears of payment arising out of this settlement effective 1st April, 1978, will be paid as early as possible, but not later than 30th April, 1979.

13. Subject to the approval of the Government, the Management agrees in principle, to the introduction of a Pension Scheme and Group Insurance Scheme for its workmen.

14. Except where otherwise stated or implied from the context, the whole of this Settlement comes into force with effect from 1st April, 1978 and shall remain in force till 30th September, 1981. This Settlement shall continue thereafter, unless it is terminated by either party by giving notice of two months in writing to other party.

15. The existing terms and conditions of service shall continue unaffected insofar as they are not modified by this Settlement.

16. Shift Pattern

The union agrees that the shift pattern would have to meet the work, operational and maintenance requirements of the departments from time to time for better and efficient utilisation of manpower. Any new introduction/change in the existing pattern will be discussed and if need arise, may be referred to a Committee consisting of the representatives from the Personnel and the concerned departments which will be discussed with the union representatives. In case no understanding is reached between the Union and the Management representatives, the matter will be transferred to the Head of the Deptt. who will discuss with Union representatives and take a decision and endorse a copy to Dy. Managing Director.

17. Overtime/work on off Duty :

The Union accepts the position that the Management has the right to require any workmen to work overtime including work on holidays or off days if the exigencies of work so required. Such overtime or work on off days will be authorised by a Manager or a Supervisor nominated by the Management in this behalf from time to time at his discretion.

18. An employee may be called upon to work before the commencement of a shift due to exigencies of work. In such a case he will be paid overtime for the number of hours worked by him prior to the commencement of the shift.

19. Meal Breaks :

The Union accepts that break periods have to be flexible to suit operational requirements and handling of flights. Normally such break periods will fall between third and fifth hours of duty. Such breaks will be excluded from computation of prescribed working hours per week and to that extent the spread over timings would be increased. If the operational requirements and handling a flight require the workman to work during the rest/meal duty interval, the workman shall first attend to aircraft and to handling of flight and avail of rest/meal/tea interval only thereafter.

20. General :

The Management will from time to time lay down the duties and responsibilities of each category of workmen and the workmen shall perform all such duties and also duties incidental and ancillary thereto.

21. The Union agrees to the necessity of measures of rationalisation and the Management's right to introduce such measures including the introduction of Real Time Computer etc. so as to improve the Corporation's overall standards of efficiency, to reduce costs, and step up its productivity in the larger interest of the Corporation and the Country.

22. The workmen agree that all the demands raised on their behalf in the aforementioned Charter of Demands by the Union are fully and finally settled by this Settlement, and further agree that during the currency of this Settlement, they will not raise any further demands involving financial commitments.

23. The Union agrees to observe constitutional means and to eschew agitational steps and or concerted action or any other means which may have the effect of interrupting or disrupting the work of the Corporation and or other normal functioning of various sections and departments and/or the operation of the service of the Corporation which may have the effect of causing delays to the Corporation services or inconvenience to its passengers or public.

24. This settlement is subject to approval of the Government of India.

Dt. 2nd February, 1979

Representing Workmen

(P. K. Majumdar)

General Secretary

Air Corporation's Employees Union

(V. M. Fernandes)

Chairman

Air Corporations' Employees Union

(Air India Region)

(B. W. Kalan)

Regional Secretary

Air Corporations'

Employees Union

Air India Region

Representing Employer

(P. V. Gole)

Director of Personnel &

Industrial Relations

(R. M. Naik)

Dy. Financial Controller

Witnesses from Union :

(1) (A. K. Yadav)

Branch Secretary,

A.C.E.U., Delhi Branch

(2) (G. C. Kundu)

Branch Secretary,

A.C.E.U., Calcutta Branch

(3) (A. R. Balasubramaniam)

Branch Secretary,

A.C.E.U., Madras Branch

Witnesses from Management :

(1) (K. A. Sapat)

Industrial Relations Manager,

Air India, Bombay.

(2) (S. M. Puri)

Personnel Officer,

Air India, New Delhi

[No. L-11011(8)/79-D. II(B)]
HARI SINGH, Desk Officer